



**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)**  
**FOR THE**  
**COMMUNITY SERVICES BLOCK GRANT PROGRAM**

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*"To Enrich Lives Through Effective and Caring Service"*

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## 1.0 INTRODUCTION AND OVERVIEW

This Request for Statement of Qualifications (RFSQ) is a legal document and begins the process of identifying qualified proposers who are interested in providing services under the Community Services Block Grant (CSBG) program. The Los Angeles County Department of Public Social Services (DPSS) administers the CSBG Program.

This RFSQ process seeks applications from qualified non-profit community-based and faith-based organizations to enter into a Master Agreement with DPSS to provide CSBG services to families and individuals throughout the County. If you think your organization may be interested in participating please take the time to follow the following steps:

1. Are you ready and able to participate?
  - a. Read this RFSQ carefully and completely;
  - b. Assess your organization's ability to meet the minimum qualifications;
  - c. Determine your organization's interest in making a long-term commitment to the CSBG program;
  - d. Evaluate your organization's access to low-income families and individuals who may qualify for CSBG services.
2. Prepare your "Statement of Qualifications" (SOQ) (your agency's application to participate).
3. Attend the Proposers Conference and ask all questions you have about CSBG services and/or the RFSQ process.
4. Revise your SOQ based on the Proposer's Conference.
5. To be considered for funding for Calendar Year 2013, submit your Statement of Qualifications before the deadline of **October 23, 2012 at 5 p.m. local time.**
6. Respond to Requests for Clarification from DPSS within specified timeframe.

DPSS will evaluate all SOQ's submitted and make recommendations to the County Board of Supervisors to enter into Master Agreements, (also referred herein as "Agreements"), with organizations from each of the five Supervisorial Districts.

Contracting with the government, including Los Angeles County, can be intimidating. We have tried to make the process as simple as possible.

However, there are laws, regulations and rules that govern government contracts and requirements that cannot be avoided. For example:

- Registering on the County's WebVen - an automated tracking system which is the first step in the process of seeking contract opportunities with the County;
- Understanding and accepting the County's Standard Terms & Conditions – The Board of Supervisors' required provisions for all County Contracts;
- Complying with the contractor selection process - State, federal and County rules define how contractors are selected;
- Receiving approval from the Board of Supervisors - the Board has ultimate authority to approve or deny a proposed contract;
- Complying with client confidentiality - contractors are obligated to maintain the confidentiality of all client information;
- Maintaining client and financial records - submitting periodic progress reports and invoices; and
- Monitoring - the County assesses contractor's progress and compliance with contract requirements.

Selected Proposers will be offered a Master Agreement. The Master Agreement qualifies a proposer to bid for services in specific Core Service Categories and Supervisorial Districts. The Master Agreement guarantees no minimum amount of work.

## **1.1 Overview of the CSBG Program**

The CSBG Program is designed to provide a range of services to assist low-income individuals and families attain the skills, knowledge and motivation necessary to achieve self-sufficiency.

The purpose of the CSBG Program is aligned with the Los Angeles County Community Action Board's (CAB) three-part mission: 1) Empower the poor to become self-sufficient, 2) Alleviate the immediate challenges of poverty, and 3) Address the underlying causes of poverty through community action and advocacy.

Direct delivery of services to qualified clients that are being solicited under this RFSQ will include programs and services that fall under the following eight (8) Core Service Categories:

1. Employment Partnership
2. Employment and Employment Support
3. Family Resource Center
4. Services for Seniors and Disabled Adults
5. Child and Family Development
6. Emergency Services
7. Legal Services

## 8. Domestic Violence

Prospective Contractors must demonstrate proven ability to provide services under their selected Core Service Category and have assisted low-income clients in achieving measurable results in at least one of the two goals listed below:

1. Low-income individuals and families become more self-sufficient;
2. Low-income individuals and families achieve their potential by strengthening family and other supportive systems.

### **1.2 Overview of Solicitation Document**

This RFSQ describes specific services, minimum Statement of Qualifications (SOQ) requirements, SOQ instructions, and SOQ evaluation methodology required by the County of Los Angeles, DPSS. This RFSQ is composed of six parts:

- 1.0 Introduction and Overview – This section gives an overview of the RFSQ process and the CSBG Program.
- 2.0 CSBG Program- This section gives detailed information regarding the CSBG program, requirements, eligibility, funding, and Core Services Categories.
- 3.0 Required Terms & Conditions – This section describes certain legal requirements applicable to the RFSQ process.
- 4.0 Instructions to Agencies – This section describes the process of preparing the SOQ.
- 5.0 SOQ Review/Selection/Qualification Process – This section describes how DPSS will review the SOQs submitted and the selection process. This section also describes the Master Agreement award process.

Appendices – Appendices A through L include various forms used in the RFSQ process, a sample Master Agreement and other important information.

Proposers are encouraged to read this RFSQ carefully and follow all instructions when preparing and submitting their SOQs to ensure proper consideration is given to the submitted SOQs.

### **1.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain terms, persons, groups, or departments/agencies. For convenience, a description of

specific definitions can be found in Appendix D, Sample Master Agreement, Paragraph 2.0, Definitions.

#### **1.4 Proposer's Minimum Qualifications**

- A. Interested and qualified Proposers that meet the Minimum Qualifications stated below are invited to submit an SOQ:
1. Proposer must be a non-profit corporation qualified to do business in the State of California (this includes faith-based organizations);
  2. Have a minimum of three (3) years' experience within the last five (5) years providing the same or similar services as the Core Service Category;
  3. The Proposer's Contract Manager must have two (2) years' experience within the last five (5) years providing the same or similar services;
  4. The Proposer must have two years' experience within the last five (5) years providing health and/or human services in the designated Supervisorial District;
  5. Proposer must have two years' experience within the last five (5) providing services to low-income clients;
  6. Provide at least five (5) references that are familiar with the job performance and scope of work completed by the Proposer within the last five (5) years in the selected Core Service Category. One reference must be from a public entity;
  7. Proposer must have the financial capacity to provide services throughout the term of the Agreement.
  8. Proposer must designate the Core Service Category and the Supervisorial District to be served;
  9. Complete and submit all of the required SOQ Exhibits (See Appendix C) and Attachments (See Subsection 4.7 herein) in the proper format as specified in Section 4.7 and 4.8;
  10. Has no record of unsatisfactory performance, lack of integrity or poor business ethics; and
  11. Proposer must register on the County's WebVen and provide their registration number.
- B. Interested and qualified Proposers that meet the Minimum Qualifications listed above must also meet the Category-Specific



minimum requirements specified in the Statement of Work (Appendix A). The following Core Service Categories have Category-Specific minimum requirements:

1. Employment Partnership
2. Employment Support
3. Family Resource Center
4. Legal Services
5. Domestic Violence

## **1.5 Master Agreement Process**

The objective of this RFSQ process is to secure a pool of Proposers qualified to provide Core Services in each of the five Supervisorial Districts.

- 1.5.1** Master Agreements will be executed with Proposers determined to be qualified, based on designated Supervisorial District and Core Service Category.
- 1.5.2** The Master Agreement will specify the Core Services and Supervisorial Districts in which Proposers are qualified.
- 1.5.3** Upon the County's execution of these Master Agreements, the qualified Proposers will become County Contractors. Thereafter, they may be solicited under a Request for Service (RFS) process, to provide services.
- 1.5.4** DPSS shall solicit bids from Master Agreement Agencies for services in selected Core Service Category and Supervisorial Districts. This is called the Request for Service process. DPSS may select one or more such Contractors to perform the desired service using a pre-determined set of evaluation criteria, resulting in the award of a Service Requisition to selected Contractor(s).
- 1.5.5** Service Requisitions shall then be issued by DPSS with the selected Contractor(s) to perform such services. Service Requisitions shall specify: a) the services to be provided; b) the outcomes to be achieved; c) the Supervisorial District where services are to be provided; d) the rate and method of compensation; e) the number of persons to be served; and f) the maximum amount payable under the Service Requisition. No services shall begin until a Service Requisition has been issued by DPSS to the Contractor.
- 1.5.6** Service Requisitions shall include a Statement of Work which shall describe in detail the particular service and the work required for the performance thereof. Payment for all services shall be subject to the maximum amount specified in the Service Requisition.

**1.5.7** The execution of a Master Agreement does not guarantee a Contractor a Service Requisition.

## **1.6 Agreement Term**

**1.6.1** The term of the Master Agreement shall be effective upon the date of its execution by the Director of DPSS or designee and will expire on June 30, 2016.

**1.6.2** County will continuously accept SOQs throughout the duration of the Master Agreement to qualify Proposers, if funding is available. However, the RFSQ may be closed at the County's sole discretion at any time.

**1.6.3** In order to be considered for a Service Requisition for Fiscal Year 2013-14, Proposers must submit SOQs by the deadline specified in Section 4.3, RFSQ Timetable.

**1.6.4** SOQs submitted thereafter will be evaluated and a determination made whether to award a Master Agreement within 60 days from the date the SOQ is received by DPSS.

## **1.7 County Rights & Responsibilities**

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be posted on the DPSS website at <http://dpss.lacounty.gov/dpss/contracts/default.cfm> and the County WebVen at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.8 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing via e-mail to the designated staff person listed below:

Enedelia Ornelas, Administrative Services Manager I  
E-mail Address: [EnedeliaOrnelas@dpss.lacounty.gov](mailto:EnedeliaOrnelas@dpss.lacounty.gov)

If it is discovered that a Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

## **1.9 Mandatory Requirement to Register on County's WebVen**

Prior to submitting an SOQ, all Proposers must register in the County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). Proposers are required to provide their WebVen registration number in the SOQ. (See Appendix C, SOQ checklist and Required Exhibits to SOQ, Exhibit 1).

## **1.10 County Option To Reject SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by Proposers in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

## **1.11 Protest Process**

**1.11.1** Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.11.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of the County to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

**1.11.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer's protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **1.11.3 Grounds for Review**

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination shall be limited to the following:

- Review of Solicitation Requirements Review  
(See Section 4.6 herein)
- Review of a Disqualified SOQ (See Section 5.2 herein)

## **1.12 Notice to Proposers Regarding Public Records Act**

- 1.12.1** Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Proposers to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.12.2** All future SOQs submitted to this RFSQ subsequent to the Board's initial approval, shall become a matter of public record at the time of Proposer's submission, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.12.3** The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Potential Partner must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

## **2.0 CSBG Program**

The purpose of the Los Angeles County CSBG Program is to assist low-income families and individuals achieve economic self-sufficiency through a variety of programs and services. This program was originally part of the War on Poverty under the Economic Opportunity Act of 1964 and has been traditionally seen as a "hand up" rather than a "hand out" for low-income persons.

### **2.1 Community Action Agency**

The State of California, Department of Community Services and Development (CSD) receives CSBG funding from the Federal Office of Community Services (OCS). CSD awards funds to approved Community

Action Agency (CAA) entities throughout California. In Los Angeles County, there are four State-approved CAA entities: 1) the City of Los Angeles, 2) the City of Long Beach, 3) Foothill Unity Center, Inc., which serves Pasadena, South Pasadena, Arcadia, Duarte, Sierra Madre, Monrovia, and the unincorporated area of Altadena, and 4) Los Angeles County, which serves all other areas within the County (Los Angeles County CAA).

This RFSQ seeks qualified agencies to provide services to residents of the Los Angeles County CAA. The Los Angeles County CAA service area includes all of Los Angeles County except the following:

- City of Los Angeles
- Long Beach
- Pasadena
- South Pasadena
- Arcadia
- Duarte
- Sierra Madre
- Monrovia
- The unincorporated area of Altadena

A comprehensive description of the Los Angeles County CAA Service area is provided in the Statement of Work (Appendix A).

## **2.2 Community Action Board**

CAAs are federally mandated to work with a Community Action Board (CAB), which is tasked with overseeing the implementation of the CSBG funded programs. The CAB members consist of five (5) representatives from each of the following sectors: public, private, and low-income. The CAB, in collaboration with Los Angeles County CAA, conducts monthly public meetings to discuss issues concerning the CSBG Program. The CAB also periodically conducts public hearings to gather input on the needs and priorities of the low-income individuals and families in the community. The dates and locations of the monthly CAB meetings and public hearing are announced on CSBG website:

<http://dpss.lacounty.gov/dpss/CSBG/default.cfm>

During the public hearings, the CAB conducts needs assessments. Input from the community is obtained through five (5) public hearings, one in each Supervisorial District, and through community surveys. The results from the hearings and surveys identified the Core Service Categories.

## **2.3 CSBG Target Population**

Individuals and families who receive Los Angeles County CSBG services must meet the following mandated eligibility requirements:

- Income must be below 125 % of the United States Department of Health and Human Services income poverty guidelines, Appendix A, Statement of Work. Families/Individuals receiving CalWORKs, Supplemental Security Income (SSI), or General Relief (GR) meet the low-income requirements.
- Reside in Los Angeles County CAA service area. A listing of the cities and unincorporated areas included in the Los Angeles County CAA service area may be found in Appendix A, Statement of Work.

Potential clients must be screened to ensure eligibility in accordance with the above requirements. Tangible sources of documentation must be obtained to verify: 1) the participants' income which must be below 125 % of the U.S. Department of Health and Human Services' income poverty guidelines, and 2) the participants' address to ensure participants reside within the Los Angeles County CAA service area.

## 2.4 Core Services

The purpose of this RFSQ is to pre-qualify community based organizations to provide services under each of the Core Service Categories. Proposers will pre-qualify to provide the services in a specified Supervisorial District.

The following chart provides the estimated need for Core Services, identified with an X, in each Supervisorial District.

Core Service Categories	Supervisorial Districts				
	1	2	3	4	5
Employment Partnership		X			
Employment and Employment Support		X	X		X
Family Resource Center	X				
Seniors/Disabled Adults	X	X	X	X	X
Emergency Services	X		X	X	X
Legal Services	X		X	X	X

Domestic Violence	X	X		X	X
Child and Family Development (Youth)	X	X	X	X	X

The Core Service Categories are:

- A) Employment Partnership- Partner with one or more employers to place low-income individuals into jobs. In order to qualify, agencies must have a written commitment from an employer to employ a specified number of participants.
- B) Employment and Employment Support Services- Provide employment services (such as resume writing, interview skills, job search, overcoming barriers to employment, and job placement), job training, or employment support services (such as professional clothing, transportation or child care assistance). There are 3 Sub-Services, Employment, Job Training, and Remove Barriers.
- C) Family Resource Center (FRC)- Operate a one-stop location for the community where low-income residents may obtain assistance for a variety of services and programs. FRC will have experienced and knowledgeable staff to act as a navigator for families to triage needs and direct them to appropriate resources. The FRC will offer direct services and shall partner with other providers to be colocated at the Family Resource Center. Emphasis will be placed on creating partnerships that expand the availability of services that are not readily available (such as dental care, mental health care, and medication management). The FRC may specialize in services to meet the needs of targeted populations such as Kinship families or the homeless.
- D) Services for Seniors and Disabled Adults- Provide one or more services which assist adults over the age of 55 or adults (age 18 or over) with disabilities to maintain independent living. There are 9 Sub-Services under this Core Service Category (as described in Appendix A, Statement of Work, Section 2.0 Core Service Categories and Sub-Services, Sub-Section 2.4). Examples of Sub-Services include:
  - Home-delivered or congregate meals
  - Recreational, social, physical exercise, support groups

- Transportation or transportation assistance
- Legal services
- In-home assistance such as cleaning and home maintenance
- Respite Care
- Kinship Caregivers

E) Emergency Services- Provide assistance with food, housing or related emergency needs to low-income persons. There are 8 Sub-Services under this Core Service Category (as described in Appendix A, Statement of Work, Section 2.0 Core Service Categories and Sub-Services, Sub-Section 2.5). Examples of the Sub-Services include:

- Food banks or meals
- Rent/mortgage assistance
- Temporary or transitional shelter
- Emergency transportation
- Utility payments
- Clothing
- Urgent or unmet needed medical/dental/mental health, crisis intervention, and substance abuse treatment

F) Legal Services- Provide legal assistance including family protection from domestic violence, restraining orders, child support, custody and visitation, eviction, immigration services, and kinship-related legal assistance.

G) Domestic Violence- Provide domestic violence prevention, intervention, remediation, and/or emergency protection from violence.

H) Child and Family Development (Youth)- Provide one or more services that improve health and physical development, social and emotional development, or increase school readiness and academic achievement. There are 13 Sub-Services under this Core Service Category (as described in Appendix A, Statement of Work, Section 2.0 Core Service Categories and Sub-Services, Sub-Section 2.8). Examples of Sub-Services include:

- Immunizations for infants and children
- Pre-school activities
- Mentoring programs for at-risk youth



- Prevention of risk-taking behaviors (drug abuse, teen pregnancy)
- Enrichment programs for school-aged youth
- Summer Youth programs
- Parenting workshops to improve family functioning
- Services to support Kinship families

Detailed information on the Core Service Categories, the Sub-Services, and outcomes is included in Statement of Work (Appendix A).

Proposer will be required to designate a Core Service Category and provide a detailed description of how the selected service, has been and/or is currently being provided by the Proposer. The program description must convey an understanding of the CSBG mission and how the Proposer's services will contribute to meeting the specific measurable outcomes for the Core Service Category, and Sub-Service, as applicable.

The pre-qualified agencies will be recommended for award of a Master Agreement. The Master Agreement does not guarantee any work will be authorized. Services will be requested and funded through the Request for Services process. (See Appendix B, Request for Service Process).

## 2.5 Funding

The CSBG funding is allocated by Supervisorial District and further allocated by Core Service Category based on the service needs of the Supervisorial District. Not all Core Service Categories will be funded in all Supervisorial Districts.

The following chart is an estimate of the CSBG eligible population in the Los Angeles County CAA by Supervisorial District. These estimates are based on the 2010 Census and the Supervisorial District boundaries that are effective as of the November 2012 elections.

<b>Supervisorial District</b>	<b>LA County CAA Population</b>	<b>Population Below Poverty Level</b>	<b>Percentage of Each Supervisorial District Poverty Population to Total Poverty Population</b>
First	1,408,887	229,419	34.47%
Second	832,625	146,866	22.06%
Third	269,172	25,380	3.81%
Fourth	1,317,901	108,416	16.29%
Fifth	1,404,432	155,536	23.37%
<b>Total</b>	<b>5,233,017</b>	<b>665,617</b>	<b>100%</b>

The following chart is an estimate of the CSBG funding allocation for Calendar Year (CY) 2013 in the Los Angeles County CAA by Supervisorial District. These estimates are based on CY2012 funding allocation and are subject to change contingent upon several factors including but not limited to federal and State allocations for CY 2013 through CY 2015.

<b>Supervisorial District</b>	<b>Percentage of Each Supervisorial District Poverty Population to Total Poverty Population</b>	<b>Estimated CY 2013 Funding Allocation for Each Supervisorial District</b>
First	34.47%	\$1,699,383
Second	22.06%	\$1,087,565
Third	3.81%	\$187,834
Fourth	16.29%	\$803,102
Fifth	23.37%	\$1,152,149
<b>Total</b>	<b>100%</b>	<b>\$4,930,033</b>

### **3.0 STANDARD TERMS & CONDITIONS**

#### **3.1 Indemnification and Insurance**

Contractors shall be required to comply with the indemnification and insurance provisions contained in Appendix D, Master Agreement, Sub-paragraphs 8.22, 8.23, and 8.24. Contractors shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified.

#### **3.2 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com).

#### **3.3 Injury & Illness Prevention Program (IIPP)**

Contractors shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **3.4 Background and Security Investigations**

Background and security investigations of Contractors' staff providing CSBG services, may be required at the discretion of the County as a condition of beginning and continuing any Contract. The cost of background checks shall be the responsibility of the Contractor.

### **3.5 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-paragraph 7.6 and the Independent Contractor Status provision contained in Sub-paragraph 8.21 in Appendix D, Master Agreement.

### **3.6 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix C, SOQ Application, Exhibit 8, Certification of No Conflict of Interest.

### **3.7 Determination of Contractor Responsibility**

3.7.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

3.7.2 Contractors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Contractor is responsible, based on a review of the Contractor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Contractor against public entities. Labor law violations which are the fault of the subcontractors and of which the Contractor had no knowledge shall not be the basis of a determination that the Contractor is not responsible.

3.7.3 The County may declare a Contractor to be non-responsible for purposes of this Contract, if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or

omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 3.7.4 If there is evidence that the Contractor may not be responsible, the Department shall notify the Contractor in writing of the evidence relating to the Contractor's responsibility, and its intention to recommend to the Board of Supervisors that the Contractor be found not responsible. The Department shall provide the Contractor's representative with an opportunity to present evidence as to why the Contractor should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation.
- 3.7.5 If the Contractor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Contractor shall reside with the Board of Supervisors.
- 3.7.6 These terms shall also apply to proposed subcontractors of Contractors on County contracts.

### **3.8 Contractor Debarment**

- 3.8.1 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Contractor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 3.8.2** If there is evidence that the apparent highest ranked Contractor may be subject to debarment, the Department shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 3.8.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3.8.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 3.8.5** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 3.8.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

**3.8.7** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**3.8.8** These terms shall also apply to proposed subcontractors of Contractors on County contracts.

**3.8.9** Appendix G provides a link to the County's website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

### **3.9 Contractor's Adherence to County Child Support Compliance Program**

Contractors shall 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contractor initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

### **3.10 Gratuities**

#### **3.10.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of a contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

### **3.10.2 Proposer Notification to County**

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **3.10.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **3.11 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix C, SOQ Application, Exhibit 10, as part of their SOQ.

### **3.12 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015, Appendix H.

### **3.13 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration of a Contract, Contractors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractors who are unable to meet this requirement shall not be considered for a Contract. Contractors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix C, SOQ Application, Exhibit 11, as part of their SOQ.

### **3.14 County's Quality Assurance Plan**

After award of a Master Agreement and subsequent Service Requisition(s) the County or its agent will evaluate the Contractor's performance under the Master Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Service Requisition. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Service Requisition(s) will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement or Service Requisition.

### **3.15 Recycled Bond Paper**

Contractor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix D, Sample Master Agreement, Sub-paragraph 8.38.

### **3.16 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this solicitation document and is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



### **3.17 Child/Elder Abuse/Fraud Reporting**

- 3.17.1** Contractor staff working on this Master Agreement and subsequent Service Requisition(s) shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 3.17.2** Contractor staff working on this Master Agreement and subsequent Service Requisition(s) shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 3.17.3** Contractor staff working on this Master Agreement and subsequent Service Requisition(s) shall also immediately report all suspected or actual welfare fraud situations to the County.

### **3.18 Jury Service Program**

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposers should carefully read the Jury Service Ordinance, Appendix F, and the pertinent jury service provisions of the Appendix D – Sample Master Agreement, Sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 3.18.1** The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-

time employee of a contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

**3.18.2** There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

**3.18.3** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix C, SOQ Application, Exhibit 12, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

### **3.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Appendix C, SOQ Application, Exhibit 1, Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration.

### **3.20 Transitional Job Opportunities Preference Program**

**3.20.1** In reviewing SOQs, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

**3.20.2** Transitional Job Opportunities vendors must request the preference in each of their SOQs responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

### **3.21 Proposer's Charitable Contributions Compliance**

**3.21.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Proposers should carefully read the Background and Resources: California Charities Regulations, Appendix J. New rules cover California

public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

**3.21.2** All Proposers must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix C, SOW Application, Exhibit 13. A completed Charitable Contributions Certification is a required part of any agreement with the County.

**3.21.3** In Exhibit 13, Charitable Contributions Certification, Proposers certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

**3.21.4** Proposers that do not complete Exhibit 13 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **3.22 Proposer's Adherence to County's Defaulted Property Tax Reduction Program**

**3.22.1** The Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Proposers should carefully read the Defaulted Tax Program Ordinance, Appendix K, and the pertinent provisions of the Sample Master Agreement, Appendix D, Sub-paragraph 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

**3.22.2** Proposers shall be required to certify that they are in full

compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Appendix C, SOQ Application, Exhibit 14. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

- 3.22.3** Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

### **3.23 County Policy on Doing Business with Small Business**

- 3.23.1 The County has multiple programs that address small businesses. The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 3.23.2 The Local Small Business Enterprise (LSBE) Preference Program requires the Company to complete a certification process; however, the LSBE Preference is not applicable.
- 3.23.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Subsection 3.18.
- 3.23.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix L.

## **4.0 INSTRUCTIONS TO PROPOSERS**

This Section contains key project dates and activities as well as instructions to Proposers on how to prepare and submit their Statement of Qualifications (SOQ).

### **4.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

## 4.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

## 4.3 RFSQ Timetable

### The timetable for this RFSQ is as follows:

➤ Release of RFSQ on or about	09/20/2012
➤ Request for Solicitation Requirements Review Due	10/02/2012
➤ Written Questions Due	10/02/2012
➤ Proposers Conference	10/03/2012
➤ Questions and Answers Released	10/09/2012
➤ <b>SOQ DUE BY</b> <b>(10/23/2012 at 5:00 p.m., local time)</b>	<b>10/23/2012</b>

In order to be eligible for Service Requisition(s) for 2013, SOQs must be received by the Due Date above.

SOQs will be accepted after the due date. SOQs submitted after the due date will be reviewed solely at the County's discretion for future consideration.

## 4.4 Proposers' Questions

Proposers may submit written questions regarding this RFSQ by e-mail to the individual identified below up to 24 hours before the Proposers Conference. Written questions submitted by 10 a.m. October 2, 2012, without identifying the submitting Proposer, will be answered at the Proposers Conference.

When submitting questions please specify the RFSQ section number, paragraph number and page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions should be sent to:

Enedelia Ornelas, Administrative Services Manager I  
Department of Public Social Services  
e-mail address: EnedeliaOrnelas@dpss.lacounty.gov

## 4.5 Proposers' Conference

A Proposers' Conference will be held to discuss the RFSQ. County staff will respond to questions from potential Proposers. The conference is not

mandatory. However, attendance is recommended to ensure a thorough understanding of the RFSQ process. The conference is scheduled as follows:

**October 3, 2012  
10 a.m.  
DPSS – San Gabriel Valley District  
3352 Aerojet Ave., El Monte, CA 91731  
Garden Level Conference Room**

Interested agencies are strongly encouraged to review the RFSQ and Appendices, and begin preparation of their SOQ prior to the Proposers Conference. Agencies should bring a copy of the RFSQ to the Proposers Conference. Copies of the RFSQ will not be provided at the Proposers Conference.

#### **4.6 Solicitation Requirements Review**

A person or entity may seek a Solicitation Requirements Review by submitting Appendix E – Transmittal Form to Request a Solicitation Requirements Review to DPSS as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the RFSQ;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Proposer; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review shall be submitted to:

Lisa O. Hamilton, Director  
Contract Development, DPSS  
County of Los Angeles  
12900 Crossroads Pkwy. South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

#### **4.7 Preparation and Format of the SOQ**

All SOQs must be typewritten using Century Gothic, size 11 font on 8 ½ x 11" white paper, double-sided with 1 inch margins, and submitted in a three-ring binder using the forms and format prescribed below. Note that no erasures are permitted. Mistakes shall be crossed out and corrections typed, dated, and initialed. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

Part I – Core Service Category, Sub-Service, and Supervisorial District Specific Requirements:

- SOQ Checklist (See Appendix C)
- Exhibits 1-6 (See Appendix C)
- Attachments 1-3 (See Subsection 4.7.1 C herein)

Part II – General Requirements:

- Exhibits 7-14
- Attachments 4-10

##### **4.7.1 Part I- Core Service Category, Sub-Service, and Supervisorial District Specific Requirements**

Proposers shall complete and submit the SOQ Checklist, Exhibits 1 through 6 and Attachments 1 through 3 for each Core Service Category, and Supervisorial District for which they are proposing to qualify.

##### **A. SOQ Checklist**

The SOQ Checklist is a comprehensive listing of material to be included in the SOQ. It will also serve as the Table of Contents for your SOQ. After compiling all of the Exhibits and Attachments in order, number each page of the SOQ and indicate the page numbers for each Exhibit and Attachment on the Checklist.

##### **B. Exhibits 1-6**

Proposers are to complete Exhibits 1 through 6 and include them in the SOQ for each Core Service Category and Supervisorial



District where they are proposing to pre-qualify. For example, if a Proposer wants to qualify to provide Senior Services in District 1 and District 5, Proposer shall submit two separate SOQs. Similarly, if a Proposer wants to qualify to provide Legal Services and Employment Services in District 2, Proposer shall submit two separate SOQs.

These required forms (Exhibit 1-6) are included in Appendix C. You may use additional pages, if necessary. If additional pages are included, please label each page with the Proposer's name, the Exhibit number and the question or item(s) number(s) discussed. The information provided in the Exhibits, together with the Attachments, should demonstrate that the Proposer meets the minimum qualifications to perform the services in the Core Service Category and in the designated Supervisorial District. For Proposers submitting SOQs under the following Core Service Categories the information provided in the Exhibits 1-6 and Attachments 1-3 should also demonstrate that Proposer meets the Category-Specific minimum requirements:

1. Employment Partnerships
2. Employment Support
3. Family Resource Center
4. Legal Services
5. Domestic Violence

The following Exhibits must be included:

Exhibit 1- Proposer's Organization Questionnaire/Affidavit

Exhibit 2- Description of Proposer's Current Operations

- Geographic region/community served;
- Demographic description of the service population (clientele, economic status, ethnicity, languages spoken, special circumstances and/or barriers and challenges faced by service population);
- Description of the agency's mission;
- Description of the services currently provided by agency;
- Experience of the agency and/or key staff providing services in the selected Core Service Category; and
- Experience of the Agency and/or key staff working with low-income families and individuals.

Exhibit 3- Description of agency's plan to provide Core Services

- Identifying selected Core Service Category & proposed Supervisorial District where services will be provided
- Description of specific Core Services and Sub-Services if applicable, to be provided and plan to meet the measurable outcome(s)
- Key staff
- Use of volunteers
- Identifying & outreaching to low-income families and individuals
- Record keeping
- Oversight & Quality Assurance
- Estimated number of persons to be assisted within a twelve-month period
- Performance Measures
- Define the unit of service
- Provide per unit cost/price

Exhibit 4- Proposers References<sup>1</sup> - Proposer shall provide up to 10 references, but no less than 5. References should be from Organizations familiar with the operations of the agency. One reference shall be from a public agency. More weight shall be given to references where the same or similar scope of services was provided. A photocopy of this form may be used if necessary.

Exhibit 5- Proposers List of Contracts<sup>1</sup> – The listing must include all contracts involving the Proposer's selected Core Service for the last five (5) years. A photocopy of this form may be used if necessary.

Exhibit 6- Proposers Contractor's List of Terminated Contracts – Listing must include contracts terminated within the past 10 years with a reason for termination.

<sup>1</sup> It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 4 and 5. County may disqualify a Proposer if (a) references fail to substantiate Proposer's description of the services provided; (b) references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or (c) the Department is unable to reach the point of contact with reasonable effort during normal working hours. It is the Proposer's responsibility to inform

the point of contact for all references and contracts that they may be contacted by County to obtain reference information.

### **C. Attachments 1-3**

Proposers must include the following documentation as Attachments 1 through 3 to the SOQ as follows:

Attachment 1 Copy of the minutes of the Organization's governing body (e.g.; Board of Directors) meeting or resolution, granting authority to submit the SOQ specifying the Core Service Category(s), Supervisorial District(s), and to execute the Master Agreement, to the person signing.

Attachment 2 Proof of Insurance or Insurability. A copy of Insurance Certificates showing that agency currently has the required coverage is necessary upon award of contract. See Sample Master Agreement, Appendix D, for Insurance Coverage requirements. Insurance coverage requirements may differ depending on the Core Service Category and/or specific service.

If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the contract be selected, may be submitted with the SOQ.

Attachment 3 List of all licenses held by the Proposer required to provide the Core Services (e.g. accreditations, certifications, business license). Proposer must furnish a copy of all applicable licenses.

### **4.7.2 Part II – General Requirements**

Proposers shall complete and submit Exhibits 7 through 14 and Attachments 4 through 10 as Part II. Part II shall be submitted only once per agency. The original and two copies of Part II are to be submitted per agency.

#### **A. Exhibits 7-14**

Proposers are to complete Exhibits 7 through 14 and include them in a separate 3 ring binder. These forms are included in Appendix C. You may use additional pages, if necessary. If additional pages are included, please label each page with the Proposer's name, the Exhibit number and the question or item(s)

number(s) discussed. The following Exhibits must be included in Part II:

- Exhibit 7- Signature Page of Master Agreement
- Exhibit 8- Certification of No Conflict of Interest
- Exhibit 9- EEO Certification
- Exhibit 10- Familiarity With County Lobbyist Ordinance
- Exhibit 11- Attestation of Willingness to Consider GAIN/GROW Participants.
- Exhibit 12- L.A. County Contractor Employee Jury Service Program– Certification Form & Application for Exception
- Exhibit 13- Charitable Contribution Certification
- Exhibit 14- Certification of Compliance with the County's Defaulted Property Tax Reduction Program

#### **B. Attachments 4-10**

Proposers must include the following documentation as Attachments 4 through 10 to Part II of the SOQ as follows:

- Attachment 4 Articles of Incorporation as filed with the California Secretary of State (or State of Incorporation). The document may be a photocopy, but shall be a photocopy of the certified articles.
- Attachment 5 Certificate of Good Standing with State of California or State of Incorporation.
- Attachment 6 Most recent Statement of Domestic (or foreign) Stock Corporation as filed with the California Secretary of State. If most recent statement does not include all officers, Organization must also include the most recent Statement that includes those officers.
- Attachment 7 A copy of the IRS Letter granting tax exempt status to the Organization.
- Attachment 8 Copies of the company's three most current fiscal years (for example 2011, 2010, and 2009) financial statements. Statements should include the company's assets, liabilities and net worth

and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page. Failure to meet this requirement will, at minimum, result in minimal evaluation points, and may, at County discretion, result in determination of non-responsiveness.

Attachment 9 Copy of most recent filing under Registry of Charitable Trusts.

Attachment 10 Pending Litigation & Judgments. Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

#### **4.8 SOQ Submission**

The original SOQ and two numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Contractor and bear the words:

##### **“SOQ FOR COMMUNITY SERVICES BLOCK GRANT”**

Proposers desiring to qualify for more than one Core Service Category in one Supervisorial District must submit **a separate SOQ, Part I** for each Core Service Category and each Supervisorial District. Please clearly indicate the selected Core Service Category, Sub-Service(s), and Supervisorial District(s). Proposers need to submit Part II only once per Proposer.

The SOQ and any related information shall be delivered or mailed to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Pkwy., 2<sup>nd</sup> Floor  
City of Industry, CA 91746

Attention: Enedelia Ornelas, Administrative Services Manager I

**Submission Deadline is October 23, 2012, 5 p.m. (local time) in order to be considered for Fiscal Year 2013-14 funding.**

**It is the sole responsibility of the Proposer to ensure that its SOQ is received before the submission deadline identified in Sub-paragraph 4.3. Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

**SOQs may be accepted after the deadline for future consideration, if funding is available.**

#### **4.9 Acceptance of Terms and Conditions of Agreement**

By signing the Execution Page of the Master Agreement, the Proposer understands and agrees that submission of the SOQ and the signed signature page of the Master Agreement constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix D, Sample Master Agreement.

#### **4.10 SOQ Withdrawals**

The Proposer may withdraw its SOQ at any time, upon written request for same to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Pkwy., 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attention: Enedelia Ornelas, Administrative Services Manager I

### **5.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

#### **5.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

##### **5.1.1 Adherence to Minimum Qualifications**

The SOQ will be reviewed to determine whether the Proposer meets the minimum qualifications specified in Section 1.4.

Agencies, whose SOQ fails to meet the minimum qualifications will be disqualified and will receive notification from DPSS. The notice shall identify which of the qualifications the agency failed to meet.

DPSS reserves the right to seek clarification from agencies submitting the SOQ.

In addition to the factors listed above, the review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in the disqualification of a Proposer's SOQ. Additionally, a review of terminated contracts will be conducted, which may result in a Master Agreement not being awarded.

### **5.1.2 Proposers' Qualifications for Core Service Categories**

County will also review and evaluate Proposers based on the following factors:

1. The Proposer's references, contracts, current operations, reflect experience and capacity to provide services in the chosen Core Service Category.
2. The Proposer's plan to provide specified services within the Core Service Category demonstrates an appropriate and achievable plan to meet the stated measurable outcomes.
3. The Proposer's references, contracts, current operations reflect presence in the selected Supervisorial District.
4. The Proposer demonstrates that it meets the Category-Specific minimum qualifications.

## **5.2 Disqualification Review**

An SOQ may be disqualified from consideration because the County determined it was non-responsive at any time during the review/evaluation process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- A. The person or entity requesting a Disqualification Review is a Proposer;
- B. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and,

- C. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the Department's determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

### **5.3 Master Agreement Award**

Proposers that are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, be considered for recommendation of a Master Agreement. All Proposers will be informed of the final selections.



## **APPENDIX A**

### **STATEMENT OF WORK**

#### **PREAMBLE**

- 1.0 SCOPE OF WORK**
- 2.0 CORE SERVICE CATEGORIES AND SUB-SERVICES**
- 3.0 LOS ANGELES COUNTY COMMUNITY ACTION AGENCY SERVICE AREA**
- 4.0 CSBG CLIENT ELIGIBILITY REQUIREMENTS**
- 5.0 QUALITY CONTROL AND QUALITY ASSURANCE**
- 6.0 PERSONNEL**
- 7.0 COUNTY FURNISHED ITEMS**
- 8.0 RECORD KEEPING**
- 9.0 CIVIL RIGHTS**
- 10.0 OUTCOME MEASURES**

## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

**1.1** The RFSQ will be used to pre-qualify community based organizations to provide services under each of the Core Service Categories. Proposers will pre-qualify to provide the services in specified Supervisorial Districts, by submitting a Statement of Qualifications (SOQ).

Proposers may submit SOQs to be prequalified on an ongoing basis. However, in order to be considered for Calendar Year 2013 funding, agencies shall submit SOQ(s) no later than due date indicated in RFSQ.

**1.2** The Core Service Categories are:

A) Employment Partnership- Contractor will partner with one or more employers to place low-income individuals into jobs. In order to qualify, agencies must have a written commitment from an employer to employ a specified number of participants.

B) Employment and Employment Support Services- Contractor will provide employment services (such as resume writing, interview skills, job search, overcoming barriers to employment, and job placement), and

job training or employment support services (such as professional clothing, transportation or child care assistance). There are 3 Sub-Services, Employment, Job Training and Remove Barriers to Employment.

- C) Family Resource Center- Contractor will operate a one-stop location for the community where low-income residents may obtain assistance for a variety of services and programs. Contractor will provide experienced and knowledgeable staff to act as a navigator for families to triage needs and direct them to appropriate resources. The Contractor may provide direct services and shall partner with other providers to be collocated at the Family Resource Center. Emphasis will be placed on creating partnerships that expand the availability of services that are not readily available (such as dental care, mental health care, and medication management). The FRC may specialize in services to meet the needs of targeted populations such as Kinship families or the homeless.
- D) Services for Seniors and Disabled Adults- Contractor will provide one or more Sub-Services which assist adults over the age of 55 or adults with disabilities to maintain independent living. There are 9 Sub-Services. Examples of Sub-Services include:
- Home-delivered or congregate meals
  - Recreational, social, physical exercise, support groups
  - Transportation or transportation assistance
  - Legal Services
  - In-Home assistance such as cleaning and home maintenance
  - Respite Care
  - Kinship Caregivers
- E) Emergency Services- Contractor will provide assistance with food, housing or related emergency needs to low-income persons. There are 8 Sub-Services. Examples include:
- Food banks or meals
  - Rent/mortgage assistance
  - Temporary or transitional shelter
  - Emergency transportation
  - Utility payments
  - Clothing
  - Urgent or unmet needed medical/dental/mental health, crisis intervention, and substance abuse treatment
- F) Legal Services- Contractor will provide legal assistance including family protection from domestic violence, restraining orders, child support,

custody and visitation, eviction, immigration services, and kinship-related legal assistance.

G) Domestic Violence- Contractors will provide domestic violence prevention, intervention, remediation, and/or emergency protection from violence.

H) Child and Family Development (Youth)- Contractor will provide one or more Sub-Services that improve health and physical development, social and emotional development, increase school readiness, and academic achievement. There are 13 Sub-Services. Examples of Sub-Services include:

- Immunizations for infants and children
- Pre-school activities
- Mentoring programs for at-risk youth
- Prevention of risk-taking behaviors (drug abuse, teen pregnancy)
- Enrichment programs for school-aged youth
- Summer Youth programs
- Parenting workshops to improve family functioning
- Services to support kinship families

More specific information on the Core Services and Sub-Services is provided below in Section 2.0.

### **1.3 Sub-Services**

Four Core Service Categories have Sub-Services. They are Employment Support, Senior and Disabled Adults, Emergency Services, and Child and Family Development. Proposers wishing to qualify under one of these Core Service Categories must also designate which Sub-Service(s) they propose to provide. Proposers may designate one or more Sub-Services in the same Core Service Category. In addition, Proposers must describe their experience with the Sub-Service(s) and their plan to provide the Sub-Service in the SOQ.

- 1.4** The pre-qualified agencies will be recommended for award of a Master Agreement. The Master Agreement does not guarantee any work will be authorized. Services will be requested and funded through the Request for Services (RFS) process. See Appendix B, Request for Service Process. The County will determine which Core Service Categories and Sub-Services are to be funded in the 5 Supervisorial Districts for the year. DPSS will identify the Master Agreement Agencies that are qualified to provide services in the Core Service Category and Sub-Services in the Districts. DPSS will then send a Request for Services (RFS) to such Master Agreement Agencies. The RFS will include a Statement of Work (SOW) under a particular Core Service Category and if applicable, Sub-Service. The SOW will describe the requested service in detail, including the scope, required skills, funding availability and reporting requirements. Agencies will usually be given two to three weeks after the issue date of the RFS to submit proposals.

DPSS will evaluate and score the proposals based on factors that may include:

- Work plan quality
- Specific and Measurable outcomes
- Experience of personnel and the agency
- Program cost and budget

DPSS will issue a Service Requisition for the Master Agreement agencies that are selected to provide services for the year, setting the annual contract amount, and the number of persons to be served.

## **2.0 CORE SERVICE CATEGORIES AND SUB-SERVICES**

CSBG is a federally funded national program. The CSBG program rules contain defined goals, called National Performance Indicators (NPI). CSBG Program rules define the services that may be provided and the measurable outcomes which are reported by DPSS to the State.

The following includes specific information pertaining to each of the eight Core Service Categories.

## 2.1 EMPLOYMENT PARTNERSHIP

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 1.1</b> Employment: Low-Income People Become More Self Sufficient	Contractor provides all of the following: 1.1 Obtain written commitment from one or more employers to employ a specified number of qualified low-income individuals referred by Contractor (Partnership Employers). 1.2 Screen and pre-qualify low-income individuals for placement with Partnership Employers. 1.3 Refer low-income individuals to Partnership Employers for job placement. 1.4 Provide support and guidance to placed employees for job retention. 1.5 Act as coordinator or liaison with employee and employer.	1.1.a Unemployed and obtained job. b Individual retains employment for at least 90 days. c Individuals or families obtain an increase in employment income and/or benefits. d Individuals achieve a “living wage” employment and benefits.

### Employment Partnership Minimum Requirements:

- Must provide written commitment from one or more employers to employ a specified number of low-income individuals referred by agency.

## 2.2 EMPLOYMENT AND EMPLOYMENT SUPPORT SERVICES

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 1.1</b> Employment: Low-Income People Become More Self Sufficient	Sub-Service- Employment (1.1): Contractor provides all of the following services: 1.1.1 Assistance to low-income individuals without a history of employment to enter the workforce by providing workshops such as resume writing, job interviewing skills, soft employment skills, and job readiness 1.1.2 Support to individuals with a history of employment to re-enter the workforce 1.1.3 Individual guidance, assess employment barriers, and develop employment plans 1.1.4 Job search activities 1.1.5 Job placement services	1.1.a Unemployed and obtained job. b Individual retains employment for at least 90 days. c Individuals or families obtain an increase in employment income and/or benefits. d Individuals achieve a “living wage” employment and benefits.
<b>NPI 1.2.1</b> Job Training	Sub-Service- Job Training (1.2.1): 1.2.1 Contractor provides skill training that prepares people for jobs and leads to employment.	1.2.1 Participants obtain skills/competences required for employment.
<b>NPI 1.2.2</b> Employment Support: Barriers to initial or continuous employment are reduced or eliminated	Sub-Service- Remove Barriers to Employment (1.2.2): 1.2.2.1 Contractor assists individuals to obtain access to reliable transportation and/or driver's license. Contractor will partner with agencies that provide employment services to low-income individuals and families. 1.2.2.2 Contractor provides individuals with professional clothing. Contractor will partner with agencies that provide employment services to low-income individuals and families. 1.2.2.3 Contractor assists individuals to obtain childcare. Contractor will partner with agencies that provide employment services to low-income individuals and families.	1.2.2 Participants obtain services to support employment.

Employment Support Additional Minimum Requirements:

- Agency must have documented partnerships and/or existing working relationships with other agencies that provide employment and/or job training services.

Sub-Services are Employment (1.1), Job Training (1.2.1), and Remove Barriers to Employment (1.2.2). Proposers shall indicate one or more Sub-Services in Exhibit 3 of the SOQ. Proposers are to describe their plan for providing the Sub-Service(s).

## 2.3 FAMILY RESOURCE CENTER

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<p><b>NPI 4.1</b> Expanding Opportunities Through Community-Wide Partnerships</p>	<p>Contractor ensures all of the following:</p> <p>4.1.1 Family Resource Center (FRC) provides a one-stop location for the community where low-income residents seek assistance for a variety of services. Agency shall operate the FRC and shall recruit other agencies to provide services.</p> <p>4.1.2 Contractor ensures that services from a minimum of three of the following Core Service Categories: Employment, Emergency Services, Senior/Disabled, Legal Services, Domestic Violence, and Child and Family Development, are provided at the FRC.</p> <p>4.1.3 Contractor works with other public and private organizations in the community to expand services available to low-income families and individuals.</p> <p>4.1.4 Contractor identifies a diverse array of service providers and facilitates co-location of service providers representing a variety of programs and services, not limited to those funded through CSBG.</p> <p>4.1.5 Contractor is responsible for creating formal or informal arrangements (e.g. subcontracting, MOU, referral processes) with service providers and will coordinate the operation of the FRC.</p> <p>4.1.6 Contractor provides experienced and</p>	<p>4.1.a Partnerships create/expand centralized locations/resources centers where a broad range of direct services are provided.</p> <p>b Partnerships among public and private organizations which expand service opportunities for families and individuals are developed.</p> <p>c Partnerships provide increased access to direct services which promote family and individual outcomes.</p>



Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
	<p>knowledgeable staff to act as a navigator for families to triage needs and direct them to appropriate resources.</p> <p>4.1.7 In addition to making CSBG-funded services available in FRC, Contractor creates partnerships with other agencies to provide services that are not readily accessible to low-income individuals (for example dental care, mental health care, and medication management).</p> <p>The FRC may specialize in services to meet the needs of targeted populations such as Kinship families or the homeless.</p>	

Family Resource Center Minimum Requirements:

- Presence in the Supervisorial District for at least three years out of the last five years. Demonstrated by:
  - a) a physical location where agency provided services, or
  - b) agency headquarters are located in the Supervisorial District
- Currently have access to a location suitable to operate a FRC.
- Demonstrate on-going partnerships with at least four other agencies providing health and human services within the community.

## 2.4 SERVICES FOR SENIORS AND DISABLED ADULTS

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 6.1:</b> Low Income Seniors and Disabled Individuals can live Independently	6.1.1 Contractor provides assistance for home delivered (meals on wheels) or congregate meals	6.1 Senior citizens (55 and over) or adults with disabilities will maintain an independent living situation outside of an assisted care facility/institution or nursing home facility.
	6.1.2 Contractor provides recreational or social activities, physical exercise, support groups	
	6.1.3 Contractor provides transportation and/or assistance for transportation services including van or bus services	
	6.1.4 Contractor provides legal services, governmental benefits assistance, and counseling regarding health care directives, disability, other legal issues affecting older adults, disabled adults, caregivers, and kinship caregivers.	
	6.1.5 Contractor provides assistance for home management assistance, including cleaning and property maintenance services	
	6.1.6 Contractor provides rent or mortgage assistance	
	6.1.7 Contractor provides respite care	
	6.1.8 Contractor provides case management services	

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
	6.1.9 Other Service- Contractor must describe the service and explain how the service will assist older adults, disabled adults to maintain an independent living situation outside of an assisted care facility, institution, or nursing home facility	
	6.1.10 Contractor provides services that support kinship caregivers.	

Sub-Services are 6.1.1 through 6.1.10. Proposers shall indicate one or more Sub-Services in Exhibit 3 of the SOQ. Proposers are to describe their plan for providing the Sub-Service(s).

## 2.5 EMERGENCY SERVICES

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 6.2</b> Emergency Services Will be Available for Low-Income Individuals and Families (Food, Housing, and related emergency needs)	6.2.1 Contractor provides emergency food distribution, which may include pantries, soup kitchens, food cupboards, meals.	6.2 The number of low-income individuals served who sought and received emergency assistance.
	6.2.2 Contractor provides rent or mortgage assistance.	
	6.2.3 Contractor provides emergency temporary shelter.	
	6.2.4 Contractor provides transitional shelter.	
	6.2.5 Contractor provides emergency transportation.	
	6.2.6 Contractor provides emergency clothing.	
	6.2.7 Contractor provides emergency utility payments.	
	6.2.8 Contractor provides assistance for urgent and/or unmet needed medical care including dental care, mental health, drug abuse treatment or crisis intervention.	

Sub-Services are 6.2.1 through 6.2.8. Proposers shall indicate one or more Sub-Services in Exhibit 3 of the SOQ. Proposers are to describe their plan for providing the Sub-Service(s).

## 2.6 LEGAL SERVICES

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 6.2</b> Emergency Services Will be Available for Low-Income Individuals and Families	6.2.9 Contractor provides legal assistance including family protection from domestic or other forms of violence, restraining orders, child support orders, custody and visitation orders, immigration services, eviction services, and kinship-related legal assistance.	6.2.9 The number of low-income individuals who sought and received emergency legal assistance.

### Legal Services Minimum Requirements:

- Proposer must have attorneys licensed to practice in California.

## 2.7 DOMESTIC VIOLENCE

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 6.2</b> Emergency Services Will be Available for Low-Income Individuals and Families	6.2.10.1 Contractor provides emergency protection from violence. 6.2.10.2 Contractor provides domestic violence prevention, intervention, and/or remediation programs	6.2.10 Individuals/families receive immediate safety from domestic violence.

### Domestic Violence Minimum Requirements:

- Proposer shall have Domestic Violence Counselors who have at least 40 hours of domestic violence training; and
- Proposer shall have at least one (1) Domestic Violence Counselor with a minimum of one (1) year experience counseling victims of domestic violence.

## 2.8 CHILD AND FAMILY DEVELOPMENT SERVICES

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
<b>NPI 6.3</b> Child & Family Development: Low-Income People Achieve Their Potential by Strengthening Family Health, Education, and Support Systems (Youth)	6.3.1.1 Contractor provides age appropriate immunizations, medical, and dental care to infants, children, and/or youth.	6.3.1.a Infants and children obtain age appropriate immunization, medical and dental care  b Youth improve health and physical development
	6.3.1.2 Children and/or youth will be provided with food and nutrition assistance programs	
	6.3.2 Contractor provides pre-school activities to develop school readiness skills	6.3.2 Children participate in pre-school activities to develop school readiness skills
	6.3.4.1 Contractor provides mentoring programs for at-risk youth	6.3.4 Youth improve social/emotional development
	6.3.4.2 Contractor provides counseling and peer support group activities for youth	
	6.3.4.3 Contractor provides family counseling for youth and parents	
	6.3.5.1 Contractor provides substance abuse prevention programs for youth	6.3.5 Youth avoid risk taking behavior
	6.3.5.2 Contractor provides teen pregnancy and STD prevention programs for youth	
	6.3.6.1 Contractor shall provide recreational or enrichment programs to school-aged youth	6.3.6 Youth increases academic, athletic, or social skills for school success
	6.3.6.2 Contractor provides summer youth programs for school-aged youth	
	6.3.6.3 Contractor provides before or after-school programs.	

Goals (National Performance Indicator)	Services Provided	Measurable Outcomes
	6.3.7 Contractor provides parenting skills enhancement programs for parents and other adults, including kinship caregivers	6.3.7 Parents and other adults learn and exhibit improved parenting skills
	6.3.8 Contractor provides family functioning skills enhancement programs, including but not limit to communications, conflict resolution, supportive relationship building, including kinship families	6.3.8 Parents and other adults learn and exhibit improved family functioning skills
	6.3.9 Contractor provides other services needed to support kinship families.	

Sub-Services are listed under 6.3.1 through 6.3.9. Proposers shall indicate one or more Sub-Services in Exhibit 3 of the SOQ. Proposers are to describe their plan for providing the Sub-Service(s).



### 3.0 LOS ANGELES COUNTY COMMUNITY ACTION AGENCY SERVICE AREA

- 3.1 The Los Angeles County Community Action Agency (CAA) includes the following cities:

Cities	Cities
Agoura Hills	La Verne
Alhambra	Lakewood
Artesia	Lancaster
Avalon	Lawndale
Azusa	Lomita
Baldwin Park	Lynwood
Bell	Malibu
Bellflower	Manhattan Beach
Bell Gardens	Maywood
Beverly Hills	Montebello
Bradbury	Monterey Park
Burbank	Norwalk
Calabasas	Palmdale
Carson	Palos Verdes Estates
Cerritos	Paramount
Claremont	Pico Rivera
Commerce	Pomona
Compton	Rancho Palos Verdes
Covina	Redondo Beach
Cudahy	Rolling Hills
Culver City	Rolling Hills Estates
Diamond Bar	Rosemead
Downey	San Dimas
El Monte	San Fernando
El Segundo	San Gabriel
Gardena	San Marino
Glendora	Santa Clarita
Hawaiian Gardens	Santa Fe Springs
Hawthorne	Santa Monica
Hermosa Beach	Signal Hill
Hawthorne	South El Monte
Hermosa Beach	South Gate
Hidden Hills	Temple City
Huntington Park	Torrance
Industry	Vernon
Inglewood	Walnut
Irwindale	West Covina
La Cañada Flintridge	West Hollywood
La Habra Heights	Westlake Village
La Mirada	Whittier
La Puente	

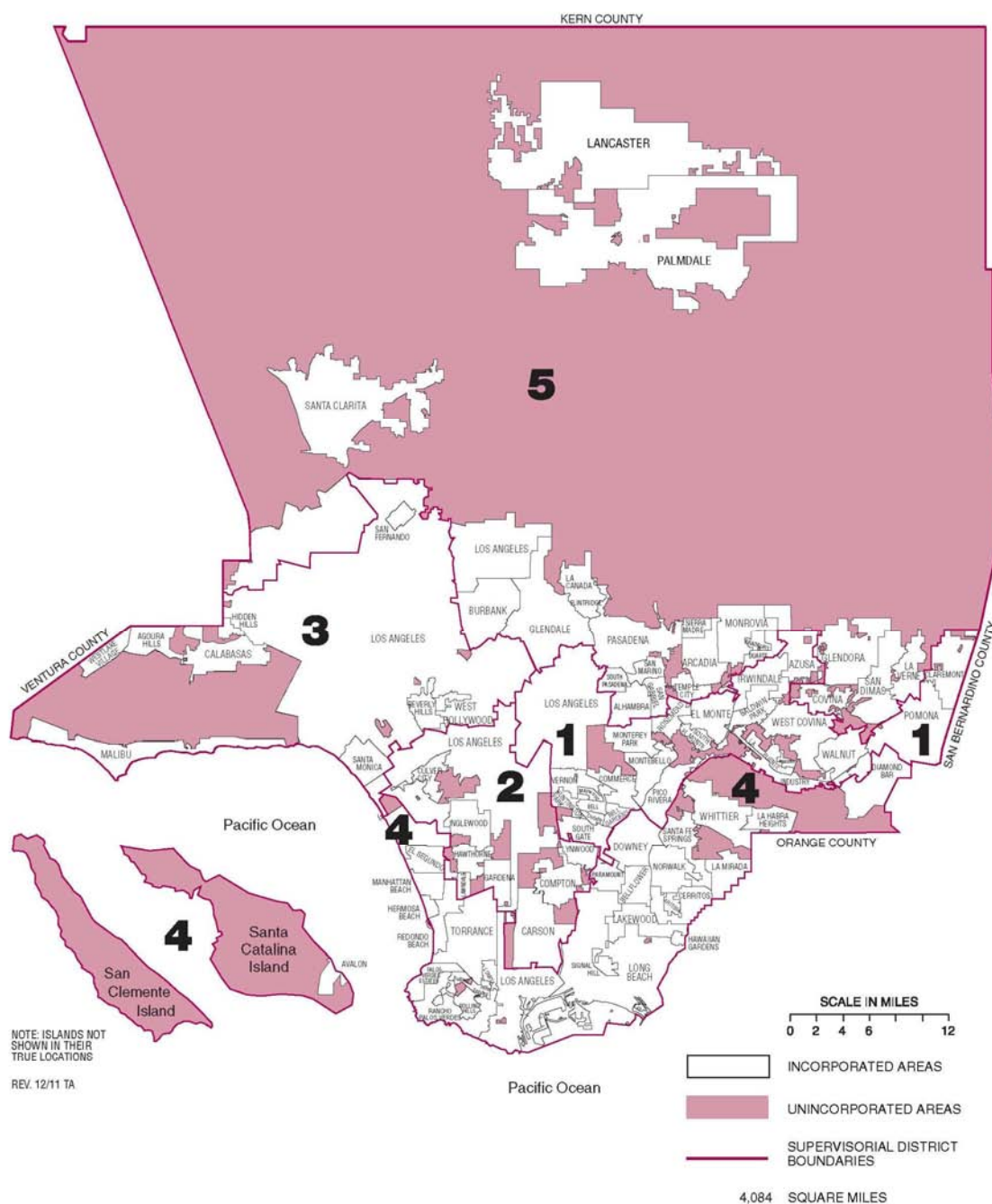
Source: California Department of Finance, January 2010

- 3.2** The Los Angeles County CAA Service Area also includes all of the unincorporated area of Los Angeles County except the unincorporated area known as Altadena and the Monrovia/Arcadia/Duarte islands. The following chart lists the unincorporated areas included in the Los Angeles County CAA:

**Unincorporated Areas  
within the County of Los Angeles**

Unincorp. Area	Supervisory District	Unincorp. Area	Supervisory District	Unincorp. Area	Supervisory District
Acton	5	La Rambla	4	Rowland Heights	1, 4
Agoura	3	Ladera Heights	2	San Clemente Island	4
Agua Dulce	5	Lake Hughes	5	San Pasqual	5
Alpine	5	Lake Los Angeles	5	Santa Catalina Island	4
		Lakeview	5	Saugus	5
Antelope Acres	5	Lang	5	Soledad	5
Athens (or West Athens)	2	Lennox	2	South San Gabriel	1
Avocado Heights	1	Leona Valley	5	South San Jose Hills	1
Baldwin Hills	2	Littlerock	5	South Whittier	1, 4
Bandini (islands)	1	Llano	5	Stevenson Ranch	5
Bassett	1	Long Beach (islands)	4	Sulphur Springs	5
Big Pines	5	Longview	5	Sun Village	5
Bouquet Canyon	5	Los Cerritos Wetlands	4	Sunland/Sylmar/Tujunga	
Calabasas (adjacent)	3	Los Nietos	1, 4	(adjacent)	5
Calabasas Highlands	3	Malibu Vista	3	Sunshine Acres	1
Canyon Country	5	Marina del Rey	2, 4	Three Points	5
Castaic	5	Mint Canyon	5	Topanga Canyon	3
Castaic Junction	5			Fernwood	
Charter Oak (islands)	5			Glenview	
Citrus (Covina islands)	1, 5	Monte Nido	3	Sylvia Park	
Crystallaire	5	Montrose	5	Topanga	
Deer Lake Highlands	5	Mulholland Corridor	3	Twin Lakes	5
Del Aire	2	Cornell		Universal City	3
Del Sur	5	Las Virgenes/Malibu		Val Verde	5
East Azusa (islands)	1, 5	Canyon		Valencia	5
East Rancho Dominguez	2	Malibu Lake		Valinda	1
East Los Angeles	1	Malibu Bowl		Valyermo	5
Belvedere Gardens		Malibu Highlands		Vasquez Rocks	5
City Terrace		Malibu/Sycamore		Veterans Administration	
Eastmont		Canyon		Center	3
East Pasadena	5	Monte Nido		View Park	2
East San Gabriel	5	Seminole Hot Springs		Walnut Park	1
East Whittier	4	Sunset Mesa		West Arcadia (islands)	5
El Camino Village	2	Trifun Canyon		West Carson	2, 4
El Dorado	5	Neenach	5	West Chatsworth	3, 5
Elizabeth Lake	5	Newhall	5	West Pomona (islands)	5
Fairmont	5	North Claremont (islands)		West Puente Valley	1
Firestone	1, 2		1, 5	West Rancho Dominguez/	
Florence	1, 2	Northeast San Dimas		Victoria	2
Forrest Park	5	(islands)	5	West Whittier	1, 4
Franklin Canyon	3	Northeast Whittier (island)		Westfield	4
Glendora (islands)	5		4	Westmont	2
Gorman	5	Northwest Whittier	4	White Fence Farms	5
Graham	1, 2	Norwalk/Cerritos (islands)	4	Whittier Narrows	1
Green Valley	5	Oat Mountain	5	Willowbrook	2
Hacienda Heights	1, 4	Pearblossom	5	Wilsona Gardens	5
Hi Vista	5	Placerita Canyon	5	Windsor Hills	2
Juniper Hills	5	Quartz Hill	5	Wiseburn	2
Kagel Canyon	5	Rancho Dominguez	2	Wrightwood	5
Kinneola Mesa	5	Redman	5		
La Crescenta	5	Roosevelt	5		

The following map shows the unincorporated portions of Los Angeles County:



### 3.3 The Los Angeles County CAA Service Area does not include the following cities:

- City of Los Angeles
- Long Beach
- Pasadena
- South Pasadena
- Arcadia
- Duarte

- Sierra Madre
- Monrovia
- The unincorporated area of Altadena

In order to be eligible for CSBG services funded by the Los Angeles County CAA, clients must live in the Los Angeles County CAA Service area.

#### 4.0 CSBG CLIENT ELIGIBILITY REQUIREMENTS

4.1 In order to be eligible for services, clients must meet the following requirements:

4.1.1 Client's income must be at or below 125% of the United States Department of Health and Human Services income poverty guidelines. For Calendar Year 2012 the family income must be below:

Size of Family Unit/ Number in Household	Maximum Monthly Income	Maximum Annual Income
1	\$930.83	\$11,170
2	\$1,260.83	\$15,130
3	\$1,590.83	\$19,090
4	\$1,920.83	\$23,050
5	\$2,250.83	\$27,010
6	\$2,580.83	\$30,970
7	\$2,910.83	\$34,930
8	\$3,240.83	\$38,890
For Family units with more than 8 members, add \$330 per month or \$3,960 per year for each additional member.		

Families or individuals receiving CalWORKs, SSI or GR meet the income requirements.

4.1.2 Reside in Los Angeles County CAA Service Area as described in Statement of Work, Section 3.0, Los Angeles County CAA Service Area, herein. To determine whether a potential client resides within the Los Angeles County CAA Service Area may perform an address search on the County of Los Angeles website at <http://rrcc.lacounty.gov/OnlineDistrictmapApp/>.

4.1.3 The following documents will be acceptable to verify eligibility requirements for the program.

## 1) Income

- Copy of three months of pay stubs for earned income;
- Eligibility letter for CalWORKs, SSI, or GR;
- Award letter for Social Security retirement or disability income;
- Unemployment Insurance Benefits (UIB) check stubs; and
- Self-declaration form, not to exceed 10% of caseload unless granted prior approval from the County Contract Administrator.

## 2) Residence

- Mortgage, Rent/Lease agreement with client name and address;
- Gas or Electric bill with client name and address. If client is a minor, the parent or responsible guardian name and address must appear on the documentation.
- Self-declaration form, not to exceed 10% of caseload unless granted prior approval from the County Contract Administrator.

3) Any other documentation used for verification of residence or income must have prior written approval from the County Contract Administrator.

## 5.0 Quality Control and Quality Assurance

### 5.1 Contractor's Quality Control Plan

If awarded a Master Agreement, the Contractor shall establish a comprehensive Quality Control Plan to assure County that the Contractor meets all requirements and provides consistently high quality services under the Service Requisition.

The Contractor's Quality Control Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) on the service start date. Revisions to the Plan shall be submitted as changes occur during the term of the Master Agreement.

The Plan shall include, but not be limited to, the following:

- 5.1.1** Method of monitoring to ensure that all Master Agreement and Service Requisition requirements are being met;

- 5.1.2** Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 5.1.3** Method for assuring that all clients meet the CSBG eligibility requirements;
- 5.1.4** Data collection and monitoring systems to ensure that services are equitable for all CSBG applicants, including those who are immigrants, refugee and limited-English proficient;
- 5.1.5** Method for assuring that all professional staff rendering services under the Master Agreement and Service Requisition has the necessary prerequisites.

## **5.2 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Master Agreement and Service Requisition.

The County or its agent will evaluate the Contractor's performance at least annually or as often as quarterly. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Master Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement or impose other penalties as specified in the Master Agreement or Service Requisition.

### **5.2.1 Performance Evaluation Meetings**

County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting shall be held within five (5) days, at a mutually agreed upon time and place to discuss the problem.

### **5.2.2 Contract Discrepancy Reports (CDR's)**

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) business days.

### **5.2.3 Government Observations**

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

## **6.0 PERSONNEL**

### **6.1 County Contract Administrator (CCA)**

County will designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 6.1.1 Provide direction to the Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 6.1.2 Monitor the Contractor's service performance in daily operations of this Contract.
- 6.1.3 Negotiate with Contractor on changes in service requirements pursuant to the Contract.
- 6.1.4 Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the County in any way.
- 6.1.5 Inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

### **6.2 Contractor Personnel**

In the event that Proposer is awarded a Master Agreement and a Service Requisition (see Appendix B, Request For Services), Proposer will be responsible for providing staff, including but not limited, to the following:

### **6.2.1 Contract Manager**

Contractor shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Master Agreement, Service Requisition(s) and act as liaison with County. The Contract Manager and a designated alternate shall be identified in writing prior to the Master Agreement award and at any time thereafter a change of Contract Manager or alternate is made.

Specifically, the Contract Manager and alternate shall:

- 6.2.1.1 Have passed a criminal background check (See Appendix D, Sample Master Agreement, Section 7.5, Background and Security Investigations).
- 6.2.1.2 Have full authority to act for the Contractor on all Master Agreement matters relating to the daily operations of related Service Requisitions.
- 6.2.1.3 Be responsible for planning, coordinating, and implementing service delivery systems for CSBG Services and the overall management of the Contract.
- 6.2.1.4 Meet the minimum requirements included in RFSQ Section 1.4 A (3).

### **6.2.2 Other Contractor Staff**

Contractor shall provide supervisory, administrative and direct services personnel to accomplish the services required under the Master Agreement. Contractor staff/personnel includes employees, independent contractors and volunteers.

Contractor shall ensure all Contractor personnel, including volunteers, providing Contract services have:

- a. Passed a criminal background (See Appendix D, Sample Master Agreement, Section 7.5, Background and Security Investigations).
- b. Been qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.
- c. Present themselves in a neat, businesslike appearance and behave in a professional manner;
- d. Handle sensitive materials and perform confidential duties and are able to communicate effectively using good judgment and diplomacy.



## **7.0 COUNTY FURNISHED ITEMS**

### **7.1 Training**

County will provide training services for up to two Contractor employees who work directly with CSBG clients on CSBG Services, prior to start date of any Service Requisition, and periodically throughout the contract term, as required by County. Contractor requests for training of additional staff may be granted at the sole discretion of County.

County shall provide training to Contractor staff in the following:

- 7.1.1 CSBG Services (Train-the-Trainer);
- 7.1.2 Overview of CSBG eligibility and documentation requirements;
- 7.1.3 Civil Rights;
- 7.1.4 CSBG – Contract Invoicing System training; and

The County may add mandatory trainings of all contractor staff, as deemed necessary by the County.

### **7.2 Materials**

County shall supply the following materials to Contractor prior to start date, and periodically throughout the contract term:

- 7.2.1 All mandated pamphlets and posters;
- 7.2.2 A supply of civil rights complaint forms; and
- 7.2.3 A list of County-observed holidays.

## **8.0 RECORD KEEPING**

### **8.1 Client Records/Files**

Contractor shall maintain a physical case record file for each client who receives CSBG Services in locked drawers and cabinets at the Contractor's office. Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day. The records shall be kept in a folder, identifiable by the CSBG client's name. These records shall include, but are not limited to, the following:

- a. Client's Name;
- b. Primary Language;
- c. Birth date;
- d. Residence Address;

- e. Residence Phone Number;
- f. Message Number;
- g. Intake Form signed and dated by Client/Legal Guardian and Staff;
- h. Case notes including time, date, and type of service with signature of staff;
- i. Service unit tracking logs;
- j. Documentation of outcomes achieved by Client and supporting documentation;
- k. Date of termination, discharge, or completion of service; and
- l. Verification of income and residency.

- 8.2** Contractor must complete a new intake form and obtain updated verification of residence and income for all participants at least annually and whenever a participant begins a new service or after a lapse in service.
- 8.3** Contractor shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period, or within five (5) years of termination of the Contract are completed and settled, whichever is later.
- 8.4** Contractor shall maintain the confidentiality of CSBG client records.
- 8.5** Contractor shall maintain the confidentiality of its employees' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. The Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

## **9.0 CIVIL RIGHTS**

Contractor shall not refuse to provide CSBG Services to any person, based on age, color, disability, marital status, national origin, limited-English proficiency (LEP), political affiliation, race, religion or sex.

Contractor shall:

- 9.1** Ensure public contact staff attends Civil Rights training.
- 9.2** Ensure notices and correspondences sent to participants are in their respective primary language and provide interpreters to ensure meaningful access to services to all applicants.
- 9.3** Maintain a record of all Civil Rights materials provided by County and ensure all applicants are provided with the Civil Rights materials.
- 9.4** Develop, and operate procedures for receiving and forwarding civil rights complaints as follows:
  - Provide and assist CSBG clients with completing a PA 607, Complaint of Discriminatory Treatment in the applicant's primary language.

- Maintain a log of civil rights complaints. Contractor shall maintain the confidentiality of the log by maintaining it in locked drawers and cabinets at Contractor's sites and at the Contractor's headquarters.
- Contractor's Contract Manager shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Section (CR Section).
- Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
- CRL shall not attempt to investigate Civil Right complaints. All investigations are handled by the CR Section.

## **10.0 OUTCOME MEASURES**

- 10.1** Service Requisitions will include Outcome Measures which are consistent with the National Performance Indicators. The Contractor shall ensure that the services provided under any Service Requisition contribute to meeting the State-required outcome measures. The County will utilize the measurable outcomes to monitor and calculate the Contractor's performance (See Section 2.0).

The Contractor shall provide additional outcome data as required by the Service Requisition. Should there be a change in federal, State and/or County policies/regulations, the County may revise these Outcome Measures.

The Contractor's performance will be monitored semi-annually.

## **COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM REQUEST FOR SERVICE (RFS) PROCESS**

The following describes the process that the Department of Public Social Services (DPSS) will use in selecting Master Agreement Agencies that will render services for the CSBG Program. This does not preclude DPSS from awarding a Service Requisition directly to a specific firm with an existing Master Agreement when it is in the County's best interest, as determined by the County's Department of Public Social Services.

### **A. Request for Services**

DPSS will work with the District Offices to determine which Core Service Categories and Sub-Services are to be funded in the five Supervisorial Districts for the year. DPSS will identify the Master Agreement Agencies that are qualified to provide services in the Core Service Category and Sub-Services in the Districts. DPSS will then send a Request for Services (RFS) to such Master Agreement Agencies. The RFS will be in the form of a Statement of Work (SOW) under a particular Core Service Category and if applicable Sub-Service. The SOW will describe the requested service in detail, including the scope, required skills, funding availability and reporting requirements. Agencies will usually be given two to three weeks after the issue date of the RFS to submit proposals. DPSS reserves the right to reduce the response time to meet its service needs.

### **B. Proposal Submission for RFS Projects**

In response to the RFS, interested Master Agreement Agencies will submit proposals to DPSS including:

1. A detailed work plan, describing the agency's proposed approach to providing the services and a full description of the planned methodology to be employed.
2. The specific and measurable outcomes to be utilized by agency that demonstrate progress to meeting National CSBG Performance Indicators.
3. Resumes and work experience summaries of the proposed program team, including the program manager, supervisory personnel, and direct services staff.
4. A description of the agency's experience and capabilities in the project area.
5. A budget for providing the services, the estimated number of low-income persons to be served, and the estimated number of service units to be provided to each.
6. A proposed fixed-cost for each service or period of time, as specified in the RFS.
7. The total maximum cost to provide the services for the year.
8. Proof of insurance coverage, as stated in Section 8.23 and 8.24 of the Master Agreement, if requested in the RFS.

### **C. Proposal Evaluation and Selection for RFS Projects**

DPSS representatives will evaluate and score the proposals based on factors that may include:

- Work plan quality
- Specific and Measurable outcomes
- Experience of personnel and the agency
- Program cost and budget

#### **D. Service Requisition**

DPSS will create a Service Requisition package for the Master Agreement Agencies that are selected and submit such package to the agency for acceptance and signature. The Service Requisition will include the following sections:

- Service Requisition Signature Page
- Statement of Work including specific and measurable outcomes
- Estimated persons to be served
- Annual Budget
- Fee Schedule

The DPSS will execute the Service Requisition. Any additional services shall require prior written approval and an amendment to the Service Requisition.

#### **E. Invoicing and Payment**

Contractor shall submit invoices to DPSS for payment in accordance with the Service Requisition's Fee Schedule, and annual budget. The Contractor shall be compensated in arrears and in accordance with the approved Service Requisition.

#### **F. Fee Schedule**

The fee is based upon the annual budget and the number of persons to be served, as set forth in the Service Requisition.

**APPENDIX C**

**SOQ CHECKLIST**

**AND**

**REQUIRED EXHIBITS TO SOQ**

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 PROPOSER'S NAME

## SOQ CHECKLIST

Core Service Category: \_\_\_\_\_ Supervisorial District: \_\_\_\_\_

### Part I

EXHIBIT		PAGE
1.	PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT	___ to ___
2.	DESCRIPTION OF CURRENT OPERATIONS	___ to ___
3.	PLAN TO PROVIDE CORE SERVICES	___ to ___
4.	PROPOSER'S REFERENCES	___ to ___
5.	PROPOSER'S LIST OF CONTRACTS	___ to ___
6.	PROPOSER'S LIST OF TERMINATED CONTRACTS	___ to ___

ATTACHMENTS		PAGE
1.	COPY OF MINUTES OF BOARD OF DIRECTORS MEETING OR RESOLUTION GRANTING AUTHORITY TO SUBMIT THE SOQ AND EXECUTE THE COOPERATIVE AGREEMENT TO THE PERSON SIGNING	___ to ___
2.	PROOF OF INSURANCE OR INSURABILITY	___ to ___
3.	LICENSES HELD BY PROPOSER	___ to ___

## SOQ CHECKLIST (CONTINUED)

### Part II

The Proposer's Part II Exhibits and Attachments are incorporated herein and are a part of the Proposer's SOQ for \_\_\_\_\_ Core Service Category in \_\_\_\_\_ Supervisorial District as follows:

EXHIBIT	PAGE
7. SIGNATURE PAGE OF MASTER AGREEMENT	___ to ___
8. CERTIFICATION OF NO CONFLICT OF INTEREST	___ to ___
9. PROPOSER'S EEO CERTIFICATION	___ to ___
10. FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION	___ to ___
11. ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS	___ to ___
12. LOS ANGELES COUNTY CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION	___ to ___
13. CHARITABLE CONTRIBUTIONS CERTIFICATION	___ to ___
14. CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	___ to ___

ATTACHMENTS	PAGE
4. ARTICLES OF INCORPORATION AS FILED WITH SECRETARY OF STATE	___ to ___
5. CERTIFICATE OF GOOD STANDING WITH STATE OF CALIFORNIA OR STATE OF INCORPORATION	___ to ___
6. STATEMENT OF DOMESTIC (OR FOREIGN) STOCK CORPORATION AS FILED WITH CALIFORNIA SECRETARY OF STATE, AND STATEMENT WHICH INCLUDES THE NAMES OF CORPORATE OFFICERS	___ to ___
7. IRS LETTER GIVING TAX EXEMPT STATUS	___ to ___
8. COPIES OF THREE MOST RECENT YEARS' FINANCIAL STATEMENTS	___ to ___
9. COPY OF MOST RECENT FILING UNDER REGISTRY OF CHARITABLE TRUSTS	___ to ___
10. PENDING LITIGATION AND JUDGMENTS	___ to ___



## Exhibit 1

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Part I of the SOQ. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Master Agreement.

1. State Proposer's legal name (as found in your Articles of Incorporation) and State of incorporation and year of incorporation:

\_\_\_\_\_  
Name

\_\_\_\_\_  
State/Year Inc.

2. A. Check the Core Service Category for this SOQ (select only one Category)

☐ Employment Partnership

☐ Emergency Services  
(Housing/Food & Related Services)

☐ Employment and Employment Support

☐ Legal Services

☐ Family Resource Center

☐ Domestic Violence

☐ Senior and Disabled Adults

☐ Child and Family Development (Youth)

- B. Check the Supervisorial District to be served (Select only one District)

☐ First

☐ Fourth

☐ Second

☐ Fifth

☐ Third

3. If Proposer is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

\_\_\_\_\_  
Name

\_\_\_\_\_  
County of Registration

\_\_\_\_\_  
Year became DBA

\_\_\_\_\_  
\_\_\_\_\_  
Name

\_\_\_\_\_  
\_\_\_\_\_  
County of Registration

\_\_\_\_\_  
\_\_\_\_\_  
Year became DBA

4. Is Proposer wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name Year of Name Change \_\_\_\_\_

\_\_\_\_\_

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in *Paragraph 1.4 - Minimum Qualifications*, of this Request for Statement of Qualifications (RFSQ), as listed below.

1. Proposer is a 501(c)(3) non-profit corporation;
2. Proposer has a minimum of three (3) years' experience within the last five (5) years providing services described under the selected Core Service Category;
3. The Proposer's Contract Manager has two (2) years' experience within the last five (5) years providing similar services;
4. The Proposer has two (2) years' experience within the last five (5) providing health and/or human services in the designated Supervisorial District;
5. The Proposer has two (2) years' experience within the last five (5) providing services to low-income clients;
6. Proposer provided at least five (5) references that are familiar with the job performance and scope of work completed by the Proposer within the last five (5) years in the selected Core Service Category. One reference is from a public entity;
7. Proposer must have the financial capacity to provide services throughout the term of the Agreement.
8. If Proposer selected either Employment Partnership, Employment Support, Family Resource Center, Legal Services, or Domestic Violence, Proposer meets the Core-Specific minimum requirements specified for that Core Service Category;
9. Completed and submitted all of the required Exhibits and Attachments in the proper format as specified in Section 4.7 and 4.8;
10. Has no record of unsatisfactory performance, lack of integrity or poor business ethics;
11. Proposer is registered on the County's WebVen and provided their registration number below.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

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Address:

---

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E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's  
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
County WebVen Registration Number

**Exhibit 2**

**PROPOSER'S DESCRIPTION OF CURRENT OPERATIONS**

\_\_\_\_\_  
**PROPOSER'S NAME**

**Core Service Category:** \_\_\_\_\_ **Supervisory District:** \_\_\_\_\_

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

1. The geographic region and community served:

2. A demographic description of the population served by the Proposer (such as ethnicity, languages spoken, economic status and special circumstances and/or barriers and challenges faced by the service population).

**DESCRIPTION OF CURRENT OPERATIONS**

**PROPOSER'S NAME**

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

3. The Proposer's mission and a description of the services currently provided by the Proposer:

## **DESCRIPTION OF CURRENT OPERATIONS**

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### **PROPOSER'S NAME**

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

4. Describe the services provided by the Proposer during the last five years that are the same or similar to the designated Core Service Category. If applicable, designate the Sub-Service(s) (from list of Sub-Services for the Core Service Category) that Proposer will provide.

## **DESCRIPTION OF CURRENT OPERATIONS**

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### **PROPOSER'S NAME**

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

5. Describe Proposer's experience providing services in the selected Core Service Category. Provide relevant background information to demonstrate that the Proposer has the required experience.
6. If the selected Core Service Category is 1) Employment Partnership, 2) Employment Support, 3) Family Resource Center, 4) Legal Services, or 5) Domestic Violence, please explain how Proposer meets the Category-Specific minimum requirements. If necessary, include documentation that demonstrates the Proposers qualifications.

## **DESCRIPTION OF CURRENT OPERATIONS**

---

### **PROPOSER'S NAME**

Briefly describe the items below as they pertain to the Proposer's current operations. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

7. Describe Proposer's experience in working with low-income families and individuals.

8. Describe the Proposer's experience providing health and/or human services in the Supervisorial District.



**Exhibit 3**  
**PROPOSER'S PLAN TO PROVIDE**  
**CORE SERVICES**

\_\_\_\_\_  
**PROPOSER'S NAME**

**Core Service Category:** \_\_\_\_\_ **Supervisory District:** \_\_\_\_\_

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

1. Key Staff – Provide Names, relevant experience and education, for Proposer's staff that meet the minimum requirements:

**PROPOSER'S PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

2. Explain how the Proposer plans to provide services in the selected Core Service Category and proposed Supervisorial District where services will be provided.

**PROPOSER'S PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

3. If the selected Core Service Category is 1) Employment and Employment Support, 2) Child and Family Development, 3) Services for Seniors and Disabled Adults, or 4) Emergency Services, please identify the Sub-Service(s) and describe how Proposer plans to provide the Sub-Service(s).

**PROPOSER'S PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

4. Identifying and outreaching to potential CSBG participants – What approach will be used to outreach to potential clients?

5. Record Keeping – Describe the Proposer's record keeping system, and means to maintain confidentiality of client information.

**PROPOSERS PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

6. Quality Control – Explain by whom and how the Proposer's quality control procedures will ensure high quality services will be provided.

7. Estimated number of client's that Proposer has the capacity to serve in a twelve (12) month period.

**PROPOSERS PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

Describe the Proposer's plan to provide CSBG Services by addressing each of the following. Please attach additional pages if more space is needed. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

8. Provide specific Performance Measures for each of the services identified in questions 2 and 3 above.

**PROPOSERS PLAN TO PROVIDE  
CORE SERVICES**

---

**PROPOSER'S NAME**

The following information will not be used to qualify Proposer. The information is for DPSS' use for planning purposes. Both the unit of service and price per unit will be determined during the Request for Services process. Make sure to include Proposer's name, Exhibit number, and Question number on all pages:

9. A. Define the "unit of service" for the Core Service Category and/or Sub-Service(s) included in questions 2 and 3. For example for subservice 6.1.1 (Contractor provides assistance for home delivered or congregate meals), Proposer might define the unit of service as "one meal." For Core Service Employment Partnership, Proposer might define the unit of service as "one participant placed into employment."

B. For each "unit of service" defined above, provide a per unit cost/price.

**Exhibit 4**  
**PROPOSER'S REFERENCES**

**Proposer's Name:** \_\_\_\_\_

List a minimum of five (5) references which are familiar with the Proposer's operations and can provide verification that the Proposer meets the Minimum Qualifications and/or can provide verification of the current operations of the Proposer stated in this solicitation. One reference must be from a public agency.

<b>1. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship		# of Years		
<b>2. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship		# of Years		
<b>3. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship		# of Years		
<b>4. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship		# of Years		
<b>5. Name of Firm/Individual</b>	<b>Address</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Relationship		# of Years		



**Exhibit 5**  
**PROPOSER'S LIST OF CONTRACTS**

**Proposer's Name:** \_\_\_\_\_

List of all entities for which the Proposer has provided service within the last five (5) years (if any). Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

**Exhibit 6**

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

**Proposer's Name:** \_\_\_\_\_

List all contracts that have been terminated with the past ten (10) years (if any). Do not include contracts that expired.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		

**SIGNATURE PAGE OF MASTER AGREEMENT FOR  
COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public Social Services and Contractor has subscribed the same through its authorized office, as of \_\_\_\_\_ day of \_\_\_\_\_ 2012. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

CONTRACTOR:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

APPROVED AS TO FORM:

John Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

## **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Proposer's Official Title

\_\_\_\_\_  
Official's Signature

Date:\_\_\_\_\_

## PROPOSER'S EEO CERTIFICATION

\_\_\_\_\_  
 Proposer's Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(   )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(   )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(   )	(   )
4. When areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(   )	(   )

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Signer (please print)

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Proposer's Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Master Agreement award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for Master Agreement award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Partners, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Partner is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:



## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**APPENDIX D**



**SAMPLE  
MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
(CONTRACTOR)  
FOR  
COMMUNITY SERVICES BLOCK GRANT PROGRAM**

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## **Appendix D**

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
\_\_\_\_\_  
FOR  
COMMUNITY SERVICES BLOCK GRANT PROGRAM**

This Master Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the County of Los Angeles, Department of Public Social Services (DPSS) hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor.

### **RECITALS**

WHEREAS, the County may contract with private non-profit community- based organizations for Community Services Block Grant Program (CSBG) Services when certain requirements are met; and

WHEREAS, the Contractor is a private non-profit community-based organization; and

WHEREAS, this Master Agreement is therefore authorized under the Community Services Block Grant Act, 42 USC 9901 and the California Community Services Block Grant Program, California Code, Government Code Section 12725 et. seq.; and

WHEREAS, the Board of Supervisors has authorized the Director of DPSS or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, D-1, D-2, D-3, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the aforementioned list referenced in the Table of Contents.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Budget:** The document that details the Contractor's projected costs for providing services and is included in the Service Requisition.
- 2.2 **Contract Discrepancy Report (CDR):** The report that is used when the performance of the Contractor is unacceptable.
- 2.3 **Contractor:** A Proposer who has entered into a contract with the County to perform work described in the RFSQ.
- 2.4 **Contractor Project Manager:** Person designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.5 **County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Master Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.6 **Contract Program Monitor (CPM):** County person responsible for monitoring any and all tasks, deliverables, goods, services, or other work provided by the CCA. The CPM reports to the CCA.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Department Head:** Director of the Department of Public Social Services.

- 2.9 DPSS:** The Department of Public Social Services.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Service Requisitions. As used herein, the terms Master Agreement and Contract may be used interchangeably throughout this document.
- 2.15 Master Agreement Agency:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Public Social Services.
- 2.17 Request for Services (RFS):** The process which the County will utilize to solicit bids from qualified Master Agreement Agencies for the provision of CSBG services which may result in the award of Service Requisitions.
- 2.18 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.19 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.20 Service Requisition:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of services as described in a Request for Services. No work shall be performed by Contractors except in accordance with executed Service Requisitions.
- 2.21 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.22 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County for a specific Service Requisition.
- 2.23 Supervisorial District:** Los Angeles County is divided into five geographical areas each with an elected Supervisor who is a member of the Los Angeles County Board of Supervisors.

- 2.24 Unspent Funds:** What DPSS paid minus what it actually cost Contractor to provide the services.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** CSBG services that will be solicited under this Master Agreement include programs under the following eight (8) Core Service Categories: Employment Partnership, Employment and Employment Support, Family Resource Center, Services for Seniors and Disabled Adults, Child and Family Development, Emergency Services, Legal Services, and Domestic Violence. Contractor is pre-qualified for the Core Service Categories (and Sub-Services) in the Supervisorial Districts indicated in Exhibit A, Scope of Services. Each Service Requisition shall include an attached Statement of Work, which shall describe in detail the particular services and the specifications required for the performance thereof. Payment for all work shall be subject to the Total Maximum Amount specified on each Service Requisition.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved contractor personnel, and/or that goes beyond the Service Requisition expiration date, and/or that exceeds the total maximum amount as specified in the Service Requisition as originally written, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Service Requisitions are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Request For Services, County shall issue a Request for Services (RFS) containing a Statement of Work to all Master Agreement Agencies pre-qualified for the applicable Core Service or Sub-Service in the applicable Supervisorial District. Each interested Master Agreement Agency so contacted shall submit a bid to DPSS and within the timeframe specified in the RFS. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Service Requisition.
- 3.5** Upon completion of evaluations, County shall execute the Service Requisition by and through the Department of Public Social Services according to the Request for Services bid evaluation criteria. It is understood by Contractor that County's Request for Service bidding

procedure may have the effect that no Service Requisitions are awarded to some Master Agreement Agencies. Service Requisitions are usually issued for calendar year periods. However, County may either issue a Request for Services or extend the Service Requisition beyond the calendar year if it is in the best interest of the County.

- 3.6** County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Service Requisition bids. Following selection, all Contractors selected must be available to start work on the starting date specified in the Service Requisition. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Service Requisition as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults two times under sub-paragraph 3.6 within a given calendar year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1** This Master Agreement is effective upon the date of its execution by the Director of DPSS or designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2016 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County shall have the sole option to extend the Master Agreement term if deemed necessary. This option shall be exercised at the sole discretion of the Board of Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3** Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in Exhibit B, County Administration.

#### **5.0 CONTRACT SUM**

- 5.1** Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Service Requisitions. The contract sum shall be specified at the time of each Service Requisition award.

Contractor understands and acknowledges that the County's obligation is specifically conditioned upon the County receiving the annual CSBG allocation program funds from the State. In the event that the funds for any given program year are increased/decreased, the contract amount and/or terms of any or all Service Requisitions may be adjusted accordingly.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein or in an executed Service Requisition. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

- 5.4** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under each Service Requisition. Upon occurrence of this event, the Contractor shall send written notification to (the Department) at the address herein provided in Exhibit B, County Administration.

- 5.5 Performance Deductions: The County shall assess financial deductions starting the first six months after Service Requisition execution and shall assess financial deductions every six months thereafter.** The financial deductions will apply to non-compliance and assessment of Unsatisfactory Performance Indicator (UPI) points in accordance with Performance

Requirements Summary in the Services Requisition. Deductions will be assessed based on the Contractor's cumulative performance for the entire six months and applied to the sixth month's invoice.

5.5.1 The Contractor shall be assessed financial deductions under the following provisions: During the six months, if the Contractor accumulates UPI points, based on contract deficiencies in accordance with Performance Requirements Summary in the Service Requisition, the Contractor shall be assessed \$50 for every 10 UPI points exceeding 500 points per every six months.

5.5.2 The County, at its sole discretion, reserves the right to waive these deductions.

## **5.6 Fiscal Accountability**

5.6.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 20 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of OMB Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for non-profit organization, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions for Higher Education, hospitals, and other Non-Profit Organizations.

5.6.2 The County recommends the use of the accrual basis for recording financial transactions. The Auditor-Controller Handbook establishes the minimum required accounting, financial reporting, and internal control standards for entities (CONTRACTORS) which contract with the County. Contractor shall refer to the Auditor-Controller Handbook at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

### 5.6.3 Cost Allocation

#### 5.6.3.1 Allocation of Cost Pools

For Contractors that provide services in addition to the services provided pursuant to Service Requisition(s) under the Master Agreement, the CONTRACTOR shall allocate expenditures that benefit programs, or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs and allocate each cost using the basis most appropriate and feasible.

The Contractor shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.)

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

#### 5.6.3.2 Cost Allocation Plan

If the Contractor has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY or immediately following the execution of this Contract.

If the Contractor does not have a negotiated indirect cost rate, Contractor shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information

##### 5.6.3.2.1 Contractor general accounting policies:

- Basis of accounting (cash or accrual)
- Fiscal Year

- Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
- Indirect cost rate allocation base

5.6.3.2.2 Identify the Contractors direct and indirect costs (by each category) and describe the cost allocation methodology for each category.

5.6.3.2.3 Signature of Contractor management certifying the accuracy of plan.

For more clarification see Auditor-Controller Handbook, at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

5.6.4 The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides operational efficiency and adequate internal controls. Failure to comply with this section 5.6.4 may, in addition to other remedies available to the County result in withholding of payment to the Contractor, suspension or termination of the contract in accordance with its terms.

5.6.5 Funds paid pursuant to a Service Requisition shall be used exclusively for services funded under the Service Requisition and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

## **5.7 Invoices and Payments**

5.7.1 For providing the tasks, deliverables, services, and other work authorized by Service Requisitions issued pursuant to this Master Agreement, the Contractor shall separately invoice County for each Service Requisition on a monthly basis.

5.7.2 The Contractor shall submit complete and accurate monthly invoices to the County by the 10<sup>th</sup> calendar day of the month following the month of service in an original and one copy, unless instructed to do otherwise, such as submit electronic invoices via the CSBG Contract Invoicing System.



### 5.7.3 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Service Requisition.

Each invoice submitted by Contractor shall specify:

- County Service Requisition number and Contractor's Master Agreement number;
- Month and year of work being invoiced;
- Service delivery information such as Client identifying information and the number of service units provided to each during the report period;
- Total billing amount based on the payment methodology.

5.7.4 The County shall review the invoice and back-up documentation and make payment adjustments (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate and complete as to form and content.

5.7.5 The Contractor shall submit an original signature hard copy of the invoice and all back-up documentation to:

Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attn: CCA

5.7.6 The Contractor will be required to submit all invoices and back-up documentation electronically in the CSBG Contract Invoicing System by the 10<sup>th</sup> calendar day of the month following the month of service. In addition, the Contractor will submit an original signature hard copy of the monthly invoice to the County Contract Administrator within seven business days of the online submission.

5.7.7 The Contractor will be allowed to purchase the necessary computer equipment and software needed to support the application. The CSBG Contract Invoicing System will run on Oracle Application Express (APEX). To view Oracle APEX, web browsers must support Java Script and the

HTML 4.0 and CSS 1.0 standards. The following browsers meet this requirement:

- Microsoft Internet Explorer 6.0 or higher (Windows only)
- Netscape Communicator 7.2 or higher
- Mozilla 1.2 or higher
- Firefox 1.0 or higher

5.7.8 **County Approval of Invoices** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.7.9 **Withholding of Payment** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment. If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in subsection 5.7.3 above, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

5.7.10 **Allegations of Fraud and/or Abuse** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director or its representative that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

5.7.11 **Disallowed Costs** The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating any DPSS contract that the Contractor has with the County. The County shall require the Contractor pay and the Contractor agrees to pay the full amount of the Contractor liability to

the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

**5.7.12 Delay of Payment** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

**5.7.13 Fiscal Close-Out Report** Contractor shall provide a Final Fiscal Close-Out Report, to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the CSBG Program, including a report of expenses and accruals through the last day of the calendar year.

**5.7.14 Unspent Funds**

**5.7.14.1** At the end of each Calendar Year and at the end of the contract term, any excess funds and interest the Contractor has accumulated for the provision of services are to be treated as Unspent Funds.

**5.7.14.2** At the COUNTY's sole discretion, these Unspent Funds may be retained by the CONTRACTOR to fund enhanced program related services but not the services already being provided by the CONTRACTOR. The use of the Unspent Funds must be reasonable and allowable.

**5.7.14.3** CONTRACTOR shall be responsible for tracking all Contract Payments and expenditures for the program, including submission of the following:

**5.7.14.3.1** An Expenditure Report on Contract revenues versus expenditures for each CY must be submitted to DPSS CMD on Jan 31<sup>st</sup> following the end of each CY and no later than one month after the end of the contract

term. Any revisions to the Expenditure Report shall be submitted to CMD no later than ten calendar days after submission of the original report. The purpose of the Expenditure Report is to identify the amount of Unspent Funds and its earned interest. The Expenditure Report will be reviewed by the COUNTY.

**5.7.14.3.2** The COUNTY reserves the right to change the Expenditure Report reporting periods.

**5.7.14.4** A Disposition Plan on how the Unspent Funds and its earned interest will be reinvested must be submitted by CONTRACTOR to COUNTY with the CONTRACTOR's Expenditure Report.

**5.7.14.4.1** Unspent Funds must be used to enhance the already approved program services and must be spent on items above and beyond those items identified in the Contract and the Contract Budget. The Disposition Plan must include a budget in accordance with the principles included in OMB Circular A-122 (<http://www.whitehouse.gov/omb/circulars/default>). The Disposition Plan will be reviewed by the COUNTY and is subject to approval at the COUNTY's sole discretion. Unspent Funds must be used within the FY that the Disposition Plan is approved or within a time period determined by the COUNTY.

**5.7.14.4.2** In addition, the Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan, all reporting and record keeping activities and a budget.

- 5.7.14.4.3** If the COUNTY does not approve the CONTRACTOR's Disposition Plan, the COUNTY will request the Unspent Funds and its earned interest be returned to the COUNTY within 30 days after COUNTY's disapproval of the Disposition Plan. The CONTRACTOR must comply with the COUNTY's request.
- 5.7.14.4.4** COUNTY has the right to evaluate the effectiveness of services provided under the Disposition Plan. If COUNTY finds the services are not effective, the services under the Disposition Plan may be terminated at COUNTY's sole discretion and CONTRACTOR must return the remaining Unspent Funds and its earned interest to the COUNTY.
- 5.7.14.4.5** The CONTRACTOR must submit a Final Disposition Report to the COUNTY within 30 days after the scheduled completion date of an approved Disposition Plan. The Final Disposition Report shall reflect the final status on the completion of all tasks included in the Disposition Plan, as well as all of the final outcomes of said tasks and a final statement on expenditures. Any Unspent Funds remaining after the completion of the approved Disposition Plan must be returned to the COUNTY with the Final Disposition Plan.
- 5.7.14.5** All uses of funds paid to and expended by CONTRACTOR, including Unspent Funds, and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by COUNTY.
- 5.7.14.6** CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the

right to audit any and all use of funds paid to and expended by CONTRACTOR, including Unspent Funds and its earned interest, in order to ensure that all funds are accounted for by the COUNTY.

**5.7.14.7** CONTRACTOR agrees to be bound by applicable federal, State and County cost principles and regulations, and to repay to COUNTY amounts, with its earned interest, which are found to violate the terms of this Contract or applicable provisions.

#### **5.7.15 Funding/Budget Modification**

1. Changes to the total funding as set forth in each Service Requisition may be made only by amendment to the Service Requisition signed by County and Contractor.
2. With regard to the movement of funds within an approved budget (i.e. from one line item to another), such movements in total may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the DPSS Director and Contractor and such modification must be in the best interest of the County.
3. Contractor requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Service Requisition period, nor during the last quarter of the Service Requisition period (except where a written waiver is requested by the Contractor and accepted by the County or pursuant to subparagraph 5.7.15.4). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received and accepted by the County.
4. Due to the natural discrepancies that may occur between budget projections and actual expenditures, the Contractor will be allowed to deviate no more than 10% of the budgeted amount per line item without County's prior approval. Such budget corrections among line-items will be allowed only upon reaching the final month of the Service Requisition term.

#### **5.7.16 Reallocation of Funds**

Contractor must maintain performance levels at 70% of the Service Requisition agreement from the start date through the last day of the Service Requisition term. County will assess Contractor's performance in the seventh month from the start date or any other month as determined by the County to determine performance level. If Contractor falls below 70% of the year-to-date performance goals, by the following month or any other month as determined by the County, Contractor funds may be reduced and reallocated to other contractors who are meeting their performance goals. If Contractor meets and/or exceeds 70% of the performance goals, then Contractor may qualify for a funding increase. The County, at its discretion, may reduce the Contractor's total maximum Service Requisition amount for the following contract year to more accurately reflect the Contractor's level of service.

### **6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

A listing of all County Administration staff referenced in the following subparagraphs is designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Contract Director**

The County Contract Director, or designee, is the County's responsible person with respect to the oversight and administration of this Master Agreement. The County Contract Director shall oversee the preparation and issuance of Service Requisitions and any amendments thereto.

#### **6.2 County Contract Administrator (CCA)**

A County Contract Administrator will be assigned for each Service Requisition by County Contract Director.

##### **6.2.1 The responsibilities of the CCA include:**

- ensuring that the technical standards and task requirements articulated in the individual Service Requisition are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Service Requisitions;

- monitoring the work of Contractor personnel assigned to the CCA's specific projects, and for ensuring that this Master Agreement's objectives are met;
- evaluating and reporting Contractor performance and progress on the Service Requisition;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County Contract Administrators are not authorized to make any changes in Service Requisition fees, contract amounts or periods of performance of Service Requisitions, or in the terms and conditions of this Master Agreement.

### **6.3 County Contract Program Monitor (CPM)**

The County Contract Program Monitor (CPM) is responsible for monitoring any and all tasks, deliverables, goods, services provided by Contractor, or Contractor's compliance with the terms of the Master Agreements and/or Service Requisition.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

### **7.1 Contractor Project Manager**

7.1.1 Contractor Project Manager is designated in Exhibit C. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with CCA and/or CPM (upon CCA's approval) on a regular basis with respect to all active Service Requisitions.

### **7.2 Contractor Authorized Official(s)**

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).



7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.2.3 Contractor shall provide a list of authorized signers and a list of the agency's Board of Director on an annual basis, or at any time there is a change.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that this individual be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5 The Contractor shall evaluate the suitability of employment for prospective employees who are found to have a record of criminal activity as described, but not limited to, in this Section 7.5. The level and type of background check required by the Contractor depends on the service or work the Contractor provides under this contract. The Contractor shall be responsible for completing the level of background check pertaining to its service or work as mandated by law when applicable. All other services that do not have specific legal requirements shall conform to the DPSS guidelines as described below.
- 7.5.6 The following information is based on the guidelines set forth by DPSS when evaluating the suitability of its own prospective employees. Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that DPSS will consider when evaluating suitability of employment for its own prospective employees. The Contractor shall apply the DPSS criteria when evaluating the suitability of employment of prospective employees for work to be performed under this contract as described below. For all other criminal acts/convictions not listed, the Contractor is to contact the CCA for clarification.

#### 7.5.6.1 ACCEPTABLE TO HIRE

- Disturbing the peace
- Drunk driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana

- Reckless Driving (acceptable with a valid driver license)
- Trespassing

7.5.6.2 ACCEPTABLE TO HIRE AFTER STIPULATED TIME (including similar convictions and “Attempt,” “Accessory” and “Conspiracy” to commit any of the crimes listed below).From Successful Completion of Probation or Parole

- Assault and Battery.....One year
- Malicious Mischief.....One year
- Prostitution.....One year
- Petty Theft.....Five years
- Receiving Stolen Property.....Five years
- Shoplifting.....Five years
- Manslaughter.....Five years
- Possession of Narcotics and/or Dangerous Drugs.....Five years

7.5.6.3 DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

7.5.6.4 NOT ACCEPTABLE TO HIRE (Including similar convictions and “Attempt” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Funds
- Forgery
- Grand Theft

- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (Includes Intent to sell)
- Welfare Fraud

7.5.7 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Sub-Section 7.5 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.

7.5.8 Contractor shall maintain the confidentiality of the results of any such background investigations. Results of background investigations are not to be kept in the personnel file of the employee.

## **7.6 Confidentiality**

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County

in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit D-1.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D-2.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit D-3.
- 7.6.7 By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS AND CHANGE NOTICES**

- 8.1.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Cooperative Agreement. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.

- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Cooperative Agreement, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Cooperative Agreement during the term of this Cooperative Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Cooperative Agreement shall be prepared and executed by the Contractor and by the County Contract Manager.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the

Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within five (5) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County Contract Director within three (3) business days of mailing to the complainant.

## **8.5 COMPLIANCE WITH APPLICABLE LAW**

- 8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



## **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Title VI and Title VII of the Civil Rights Act of 1964, as amended, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit F – Non-Discrimination In-Service Certification.

The Contractor shall abide by the provisions of the following:

- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Age Discrimination Act of 1975,
- Public Law 101-336, Americans with Disabilities Act of 1990, as amended,
- The Federal Executive Order 11246, as amended by Executive Order 11375, relating to employment opportunity,
- The Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended,
- Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended, and
- All other applicable federal, State, and County laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

8.6.1 In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights Department of Health and Human Services, incorporates the civil rights requirements of the Agreement along with all other ongoing requirements that must be adhered to by DPSS, its Contractors and sub-Contractors/partners. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training to be announced;
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Developing and operating procedures for receiving and responding to Civil Rights complaints.
- Ensuring that the “Civil Rights Informational Notice” is explained and reviewed with all program participants and made available in all waiting areas.
- Providing, if requested, assistance to participants with completing a Complaint of Discriminatory Treatment form in the participant’s designated/preferred language;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA violations, are listed on an internal complaint log;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Designating a Contractor Project Manager to act as a Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administrator (CCA); and
- Ensuring that the designated CRL forwards PA 607s to the CCA within two business days; who in turn must immediately forward PA 607s to Civil Rights Section (CRS) for investigation. The CRL should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

8.6. A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

## **8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.7.1 Jury Service Program:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-

paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES  
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

**8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.11.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where

(1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

#### **8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The fact sheet is set forth in Exhibit H of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the



Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Service Requisition or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may

be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

#### **8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### **8.17 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 FORCE MAJEURE**

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Master Agreement, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services upon award of a Service Requisition under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required

Contractor and/or sub-contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, CA 91746  
Attn: County Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.23.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.23.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from

sums due to Contractor or pursue Contractor reimbursement.

#### **8.23.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.23.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all sub-Contractors as insureds under Contractor's own policies, or shall provide County with each sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each sub-Contractor complies with the Required Insurance provisions herein, and shall require that each sub-Contractor name the County and Contractor as additional insureds on the sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any sub-Contractor request for modification of the Required Insurance.

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the



County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.23.10 Claims Made Coverage**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.23.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.23.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.23.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.23.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## **8.24 INSURANCE COVERAGE**

- 8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### **8.24.3 Workers' Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **8.24.3 Additional Insurance Coverage**

Contractor shall provide and maintain at its own expense additional insurance as described below when applicable.

## **1. Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. This insurance coverage is required for Contractors providing services which involve the care or supervision of children, seniors and other vulnerable persons. This may include services such as child care, foster care, group homes, emergency shelters, medical and/or mental health care service delivery, residential treatment, mentoring, schools, camp operations, school bus transport, and in-home services.

## **2. Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation. This insurance coverage is required for health and legal services Contractors.

## **8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor

over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars \$100 per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Service Requisitions, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS of Service Requisition or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the

State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

## **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.30 NOTICE OF DISPUTES**

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA or designated County staff. If the CCA or is not able to resolve the dispute, the dispute shall be referred to the CCA's section manager. If the section manager is not able to resolve the dispute, it shall be resolved by the County DPSS Director or designee, and the Director's or designee's decision shall be final.

### **8.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B, County's Administration and C, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head or designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

#### **8.33.1 Notice of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to the Contractor of the need to attend such meetings. Contractor may verbally request meetings with the County, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

#### **8.33.2 Changes of Address**

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

#### **8.33.3 Termination Notices**

In the event of suspension or termination of the Contract by County, written notices may be provided by First Class Registered or Certified Mail, by facsimile, by email, or by personal delivery to any Contractor employee or agent who may reasonably be expected to be authorized to accept notice for the Contractor.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and



shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain it self, the County shall not inhibit the Contractor from publishing its role under a Service Requisition issued under this Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Contract Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that any State or federal agencies and the County the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work

performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.1 If the Contractor desires or is required under this Master Agreement to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall submit all requested documents before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **8.41 TERMINATION FOR CONVENIENCE**

- 8.41.1 County may terminate this Master Agreement, and any Service Requisition issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop work under the Service Requisition or under this Master Agreement, as identified in such notice;
  - Transfer title and deliver to County all completed work and work in process; and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Service Requisition shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

## **8.42 TERMINATION FOR DEFAULT**

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Service Requisition issued hereunder; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Service Requisition issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Service Requisition issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-

paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement



in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property

tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 - Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

#### **9.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are

suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or otherwise excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

### **9.3 CHILD/ELDER ABUSE/FRAUD REPORTING**

- 9.3.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.
- 9.3.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours.
- 9.3.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Section 15630 and 15633.5.
- 9.6.4 Contractor staff working on this Contract shall also immediately report all suspected fraud situations to the County within three (3) business days.

#### **9.4 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

The Contractor shall comply with all wage and hour laws and all applicable provisions of the federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **9.5 EMPLOYEE SAFETY**

9.6.1 Contractor will assure that the Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

9.6.2 **Injury and Illness Prevention Program:** Contractor shall develop, and provide a copy to the County upon request, a plan for a safe and healthful workplace for employees and participants in accordance with the California Occupational Safety and Health Act of 1973 (Cal/OSHA). Guidelines for this program are on the following website: [http://www.dir.ca.gov/dosh/dosh\\_publications/iipp.html](http://www.dir.ca.gov/dosh/dosh_publications/iipp.html)

#### **9.6 VERBAL DISCUSSIONS**

The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.

#### **9.7 GOVERNMENT OBSERVATIONS**

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

#### **9.8 AUDIT SETTLEMENT**

If at any time during the term of the Contract, or within five (5) years

after the expiration or termination of the Contract, authorized representatives of the County, State or federal conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the County's Contract Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

#### **9.9 REMOVAL OF UNSATISFACTORY PERSONNEL**

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

#### **9.10 SHRED CONFIDENTIAL DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not discarded in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 8.37, of this Contract are to be maintained for a period of five (5) years.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be subscribed on its behalf by the Director of the Department of Public Social Services and Contractor has subscribed the same through its authorized office, as of \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

CONTRACTOR:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

APPROVED AS TO FORM:

John Krattli  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**Exhibit A**  
**SCOPE OF SERVICES**

Contractor is pre-qualified for the following Core Service Categories and Supervisorial Districts:

	<b>Districts</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Employment Partnership					
Employment and Employment Support					
Employment Services					
Job Training					
Remove Barriers to Employment Sub-Service: _____					
Family Resource Center					
Seniors/Disabled Adults Sub-Service: _____					
Emergency Services Sub-Service: _____					
Legal Services					
Domestic Violence					
Child and Family Development Sub-Service: _____					

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

**COUNTY CONTRACT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



**CONTRACTOR'S ADMINISTRATION**

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CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **EXHIBIT D**

### **CONFIDENTIALITY**

- D-1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D-2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D-3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**NON-DISCRIMINATION IN SERVICES CERTIFICATION**

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION****(circle one)**

- |    |  |           |
|----|--|-----------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in providing services and benefits.   | Yes    No |
| 2. | The Contractor periodically monitors the equal provision of services to ensure nondiscrimination.  | Yes    No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offer or has a system for taking reasonable corrective action within a specified length of time. | Yes    No |

\_\_\_\_\_  
Name and Title of Authorized Signer\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

## APPENDIX E

### TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Potential Partner Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Potential Partner asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Potential Partner must explain in detail the factual reasons for the requested review.

*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

#### ***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Response sent to Partner: \_\_\_\_\_

## APPENDIX F

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or



7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **APPENDIX G**

### **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

## APPENDIX H



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2011)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

#### Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice 1015 (Rev. 12-2011)  
Cat. No. 205901

# **APPENDIX I**

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafeia.org](http://www.babysafeia.org)





In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## APPENDIX J

### BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

## **1. LAWS AFFECTING NONPROFITS**

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.ca.gov/charities/statutes.php>

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations’ websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

**APPENDIX K**  
**Title 2 ADMINISTRATION**  
**Chapter 2.206**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination (Ord. No. 2009-0026 § 1 part), 2009).

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



## **Appendix L**

### **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### ***WE RECOGNIZE. . . .***

##### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

##### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

#### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.